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

Reynolds School District
Board of Education Regular

September 28, 2022
7:00 PM
Wood Village City Hall
24200 NE Halsey
Wood Village, Oregon 97060

I. **6:00p - Executive Session** **3**
The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, ORS 192.660(2)(e) Real Estate, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.

II. **7:00p - Call to Order** **4**
- A. Roll Call
- B. Consider Approval of the September 28, 2022 Agenda
- C. Pledge of Allegiance
- D. Land Acknowledgement 5

III. **7:10p - Board Recognition** **6**
- A. Resolution 2022-2023-003 National Principals Month 7
- B. Resolution 2022-2023-004 Indigenous Peoples' Day 9
- C. Resolution 2022-2023-005 National Bullying Prevention Month and National Coming Out Day 11
- D. Resolution 2022-2023-006 National School Lunch Week 13
- E. Resolution 2022-2023-007 National School Custodian Day 15

IV. **7:25p - Public to be Heard** **16**
Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.

V. **7:45p - Bargaining Group Updates** **17**

VI. **8:00p - Presentation to the Board**
- A. Reynolds High School Student Health Center - Multnomah County Health Department 18
- B. 2022 Summer School Review - Dan Kimbrow 32
- C. Oregon Statewide Assessment System (OSAS) and ELPA Final Results - Dr. Koreen Barreras-Brown and Rachel Aazzerah 45

VII. **8:25p - Superintendent's Reports** **60**
- A. Announcements/Reports - Dr. Danna Diaz 61

B. Communications Report - Stephanie Field and Dr. Sara Hahn-Huston 63
C. Financial Report - Anthony Lebron 73
D. Enrollment Report - Anthony Lebron 78
VIII. **8:50p - Consent Agenda** **79**
A. Approval of Personnel Order
B. Approval of Prior Meeting Minutes 81
C. ODE Education Staff Retention and Recruitment Grant 85
D. Policy Updates: Section J and ECACA 106
E. E-Rate Wi-fi Contact with CDW-G and Station Cabling Contract with IES Communications 324
F. Oregon Department of Human Services Intergovernmental Agreement 391
G. Multnomah County Intergovernmental Agreement for Dental Services 397
H. Intergovernmental Agreement with the Tax Supervising and Conservation Commission 410
I. Resolutions
i. Resolution 2022-2023-003 National Principals Month 414
ii. Resolution 2022-2023-004 Indigenous Peoples' Day 416
iii. Resolution 2022-2023-005 National Bullying Prevention Month and National Coming Out Day 418
iv. Resolution 2022-2023-006 National School Lunch Week 420
v. Resolution 2022-2023-007 National School Custodian Day 422
J. RLA: Phoenix Program Overnight Trips to Camp Collins 423
K. RLA: Multnomah Youth Cooperative Trip to Silver Falls 435
IX. **8:55p - Action Items**
A. Authorization to Spend: Wright Security 447
B. Equity Committee Applications 510
C. Superintendent Goal Performance Measures and Guardrail Smart Goals 516
X. **9:15p - Board Reports / Discussion** **534**
A. Individual Board Members - Announcements and Reports
B. Upcoming Board Meetings
XI. **9:30p - Adjourn** **535**

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

To: Board of Directors

From: Ana Gonzalez Muñoz, Board Chair

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **Executive Session**

Policy: Executive Session – BDC

Date: September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:

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

Executive Session is closed to the public.

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

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Call to Order**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☐ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness
We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Call to Order

Roll Call:

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

Motion to Approve Agenda:

A. Motion Made by Board Member:
    a. I move that the Board approve the September 28, 2022 agenda as present.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Pledge of Allegiance

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

Land Use Acknowledgment & Guidelines

Reynolds School District

Approved and Apdopted on May 27, 2020

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

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

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

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

Land Use Acknowledgment

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

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

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

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Stephanie Field, Executive Director of Communication and Community Relations
Subject:	**Board Recognition**
Policy:	Community Relations – KAA
Date:	September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

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

- Resolution 2022-2023-003 National Principals Month
- Resolution 2022-2023-004 Indigenous Peoples' Day
- Resolution 2022-2023-005 National Bullying Prevention Month and National Coming Out Day
- Resolution 2022-2023-006 National School Lunch Week
- Resolution 2022-2022-007 National School Custodian Day

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

RESOLUTION #2022-2023-003
PROCLAIMING THE CELEBRATION OF
NATIONAL PRINCIPALS MONTH

WHEREAS, the Reynolds School Board has declared the month of October 2022 as "National Principals Month" in coordination with the efforts of the National Association of Elementary School Principals, the American Federation of School Administrators, and the National Association of Secondary School Principals, working with the U.S. Congress, to designate "National Principals Month" and resolutions thereof;

WHEREAS, the vision, dedication, and determination of a principal provides the mobilizing force behind any school reform effort;

WHEREAS, principals are expected to be educational visionaries, instructional leaders, assessment experts, disciplinarians, community builders, public relations experts, budget analysts, facility managers, special programs administrators, and guardians of various legal, contractual, and policy mandates and initiatives, as well as being entrusted with the education and development of young people, the most valuable resource;

WHEREAS, principals will play a vital role in the successful implementation of the Every Student Succeeds Act (ESSA);

WHEREAS, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives for schools to achieve educational excellence;

WHEREAS, the Reynolds School Board honors such exemplary elementary and middle level public, private, and independent school leaders committed to serving students from prekindergarten to grade eight (pre-K-8) in their profession;

WHEREAS, the Reynolds School Board recognizes outstanding middle level and high school principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession;

WHEREAS, to honor and recognize the contribution of all school principals and assistant principals at all grade levels to the success of students in Oregon elementary and secondary schools, and to encourage residents of Oregon to observe "National Principals Month" with appropriate ceremonies and activities that promote awareness of school leadership's role in ensuring that every child has access to a high-quality education.

NOW, THEREFORE, BE IT RESOLVED that in honor of the service of all elementary, middle level, and high school principals, and to recognize the importance of their school leadership so that every child has access to a high-quality education, and to celebrate school leader accomplishments, the month of October 2022 is hereby designated in Oregon to be "National Principals Month."

Adopted this 28th day of September 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent/Clerk

RESOLUTION #2022-2023-004
PROCLAIMING THE SECOND MONDAY OF OCTOBER
AS INDIGENOUS PEOPLES' DAY

WHEREAS, the Reynolds School Board of Education recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the Board values the many contributions made to our community through Indigenous People' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contribution that has substantially shaped our district; and

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

WHEREAS, the Board recognizes the fact that the Reynolds School District is built upon the homelands, villages, and traditional use areas of the Multnomah and Clackamas Chinookan of this region, without whom the building of the District would not be possible; and

WHEREAS, The Reynolds School District ("District'), through its Equity Policy, is committed to creating welcoming school environments and recognizing diversity and appreciation of culture, class, language, ethnicity, and other differences; and

WHEREAS, the District promotes closing the opportunity gap for Indigenous Peoples and eliminating the racial achievement gap and disproportionality in all aspects of education.

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations; and

WHEREAS, the Oregon American Indian/Alaska Native State Plan mandates that the public schools of our District teach about the history, culture, contemporary lives, and governments of the Indigenous peoples of the Americas, with special emphasis on those from Oregon and across the Pacific Northwest.

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board of Directors proclaims every second Monday of October, as Indigenous Peoples' Day. The District shall encourage staff to utilize the second Monday in October as an opportunity to reflect upon the ongoing struggles of the Indigenous Peoples of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous Peoples elsewhere.

Appropriate District calendars and websites shall reference the second Monday of October as Indigenous Peoples' Day.

The struggles and achievement of Indigenous Peoples contributed profoundly to the culture and community of the District. The District affirms the contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

The Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, our cities, and our schools.

Adopted this 28th day of September 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent/Clerk

RESOLUTION # 2022-2023-005
RESOLUTION PROCLAIMING THE CELEBRATION OF NATIONAL BULLYING PREVENTION MONTH AND NATIONAL COMING OUT DAY

WHEREAS, Reynolds School District models, advocates, and promotes the safe and respectful treatment of all our members;

WHEREAS, the month of October is recognized as National Bullying Prevention Month;

WHEREAS, National Bullying Prevention Month is a campaign in the United States founded in 2006 by PACER's National Bullying Prevention Center. The campaign is held during the month of October and unites communities nationwide to educate and raise awareness of bullying prevention. Initially held the first week in October, the event was expanded in 2010 to the entire month.

WHEREAS, October 11th is recognized as National Coming Out Day, and this will be the 34th celebration of the day that promotes a safe world for lesbian, gay, bisexual, transgender and questioning (LGBTQ) individuals and their allies to live truthfully and openly;

WHEREAS, National Coming Out Day was founded 34 years ago by Robert Eichberg and Jean O'Leary who envisioned a world where LGBTQ+ people could live truthfully and openly. They believed that honest and genuine relationships would undermine the pervasive prejudice about LGBTQ+ concerns. Thirty-four years later, that vision still holds true;

WHEREAS, LGBTQ+ students who can identify an out LGBTQ+ school staff or adult ally report a dramatic increase in feeling safe overall at their school;

WHEREAS, almost 25% of students either have an LGBTQ+ family member or identify as LGBTQ+ themselves;

WHEREAS, sexual orientation and gender-expression-biased bullying are among the most common forms of harassment in schools;

WHEREAS, the school-dropout rate for LGBTQ+ students is up to triple the national rate of non- LGBTQ+ students, due to peer harassment and bullying;

WHEREAS, tragically, youth identifying as LGBTQ+ are overrepresented in the populations of youth experiencing houselessness, youth who are the victims of bullying, and youth who have attempted or died as a result of suicide;

WHEREAS, according to the Center for Disease Control, students who are bullied are more likely to experience low self-esteem and isolation, perform poorly in school, have few friends in school, have a negative view of school, experience physical symptoms (such as headaches,

stomachaches, or problems sleeping), and to experience mental health issues (such as depression, suicidal thoughts, and anxiety);

WHEREAS, Bullying affects witnesses as well as targets. Witnesses are more likely to use tobacco, alcohol, or other drugs; have increased mental health problems; and miss or skip school;

WHEREAS, according to the Center for Disease Control, Youth who bully others are at increased risk for substance use, academic problems, and experiencing violence later in adolescence and adulthood. Youth who bully others and are bullied themselves suffer the most serious consequences and are at greater risk for mental health and behavioral problems.

WHEREAS, we strive to ensure that the District is a consistently safe and affirming space for all students and their families; and

WHEREAS, we affirm our commitment to a safe and affirming space by recognizing National Bullying Prevention Month and National Coming Out Day;

NOW, THEREFORE, BE IT RESOLVED that by recognizing October as National Bullying Prevention Month and October 11th as National Coming Out Day, we the Governing Board of Reynolds School District, support policies, practices and curriculum that support a safe and affirming space for all stakeholders and honor and respect lesbian, gay, bisexual, transgender, and questioning staff, students and their families.

Adopted this 28th day of September 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent/Clerk

RESOLUTION #2022-2023-006

PROCLAIMING THE CELEBRATION OF

NATIONAL SCHOOL LUNCH WEEK

WHEREAS, in 1946, then-President Harry Truman signed the National School Lunch Act;

WHEREAS, the National School Lunch Program is now the largest federal child nutrition program;

WHEREAS, on October 9, 1962, Congress, by joint resolution, designated the week beginning the second Sunday in October each year as "National School Lunch Week;"

WHEREAS, October 10-14, 2022 is designated National School Lunch Week;

WHEREAS, approximately 30 million students nationwide are served daily meals through the National School Lunch Program;

WHEREAS, 95% of students nationwide are enrolled in schools participating in the National School Lunch Program;

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our nation's children and has served our country for more than 60 years through advanced practices and nutrition education;

WHEREAS, the nutrition staff across the Reynolds School District serve approximately 2,867 breakfasts and 5,324 lunches each day;

WHEREAS, every Reynolds School District student enrolled in 17 schools receive breakfast and lunch at no cost under the Community Eligibility Provision (CEP) meal service through the National School Lunch Program;

WHEREAS, the Reynolds School District celebrates and recognizes events and activities promoting the benefits of the National School Lunch Program;

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School District publicly thanks the Nutrition Services managers and the staff at each school for providing an excellent School Nutrition program for our school district.

BE IT FURTHER RESOLVED that Reynolds School District Board of Education proclaims the district will celebrate National School Lunch Week from October 10-14, 2022.

Adopted this 28th day of September 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent/Clerk

RESOLUTION #2022-2023-007
RESOLUTION PROCLAIMING THE CELEBRATION Of
NATIONAL SCHOOL CUSTODIAN APPRECIATION DAY

WHEREAS, Fifty-Five full-time custodians working daily to clean over one million square feet;

WHEREAS, Custodians have safely carried us through the COVID-19 pandemic by providing our students and staff with Personal Protective Equipment (PPE) and other safety items: child and adult sized face coverings, hand sanitizer, social distancing signage, bio-based disinfectants, and electrostatic sprayers to safely disinfect entire classrooms in minutes;

WHEREAS, Custodians are the "eyes and ears" on the school campus, often the only person making the rounds, inside and outside the building, aware of anything or anyone out of the ordinary, assuring that doors are secure, that any hazard is eliminated, that the learning environment is safe and secure;

WHEREAS, Custodians work tirelessly to remove dirt, dust, allergens, and other asthma triggers, thus helping to reduce the largest cause of student absenteeism in the United States;

WHEREAS, Custodians are setting a professional example of positive adult behavior, fostering positive relationships with staff and students, and showing a friendly, smiling face to light up a students' day;

NOW, THEREFORE, BE IT RESOLVED, The Reynolds School Board publicly thanks the custodial staff for their hard work and dedication to provide a healthy and safe learning environment for the students in our school district.

BE IT FURTHER RESOLVED, the District shall celebrate National School Custodian Appreciation Day on October 2, 2022.

Adopted

Signed:

_____
Chair, Reynolds School District Board of Directors

Attest:

_____
Superintendent/Clerk

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

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **Public to be Heard**

Policy: Public to be Heard – BDDH, Public Comment at Board Meetings – BDDH-AR

Date: September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

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

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

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

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

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

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Bargaining Unit Updates**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

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

Previous Board Action:
Not Applicable

Background:
Not Applicable

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

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

To:	Board of Directors
From:	Dr. Christopher Ortiz, Deputy Superintendent
Prepared by:	Hank Bauer, Administrative Analyst to the Deputy Superintendent
Subject:	**Reynolds High School Student Health Center Presentation – Multnomah County Health Department**
Policy:	Student Health Services and Requirements – JHC
Date:	September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Multnomah County Health Department (MCHD) will present a summary of the services that the Student Health Center at Reynolds High School provides. MCHD will also focus on successes they are currently experiencing as well as opportunities for growth that the Board and District can collaborate in addressing.

Previous Board Action:
Not Applicable

Background:
The Student Health Center at Reynolds High School has been open for almost two years. MCHD operates Student Health Centers at several other high schools across Multnomah County. The Student Health Centers are like having a doctor's office at school. They provide a wide array of services (medical, dental, vision, mental health, immunizations) for free to youth, ages 5-18 regardless of insurance, there are no out-of-pocket costs. More information can be found here: https://www.multco.us/health/student-health-centers.

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

Reynolds Student Health Center Presentation

Sept. 28, 2022

Alexandra Lowell, program manager

MULTNOMAH COUNTY student HEALTH CENTER

Meet Your
Reynolds Student Health Center Team

MULTNOMAH COUNTY
student
HEALTH CENTER

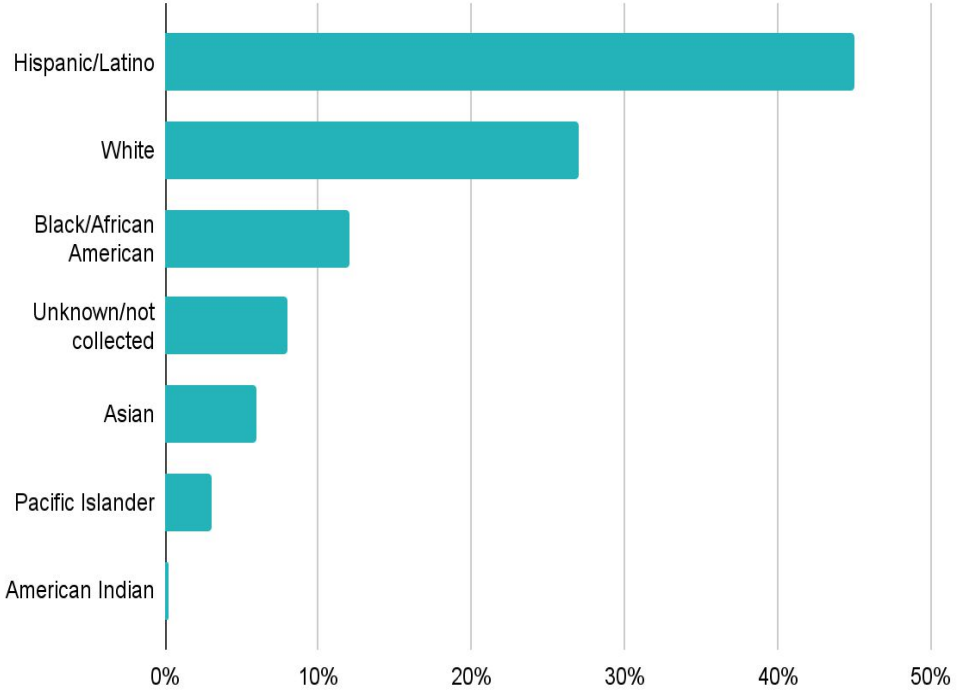
Reynolds 2021-2022 Year in Review

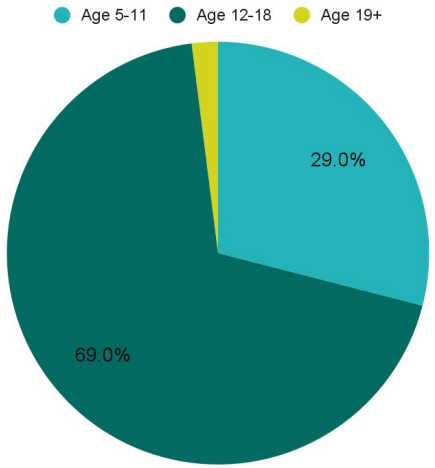
- **924** clients served
- **1,485** medical visits, including **335** behavioral health visits
- **1.6** average visits per client in the year
- **151** dental visits

Top 3 reasons for visits

MULTNOMAH COUNTY student HEALTH CENTER

Reynolds SHC clients by demographics & age

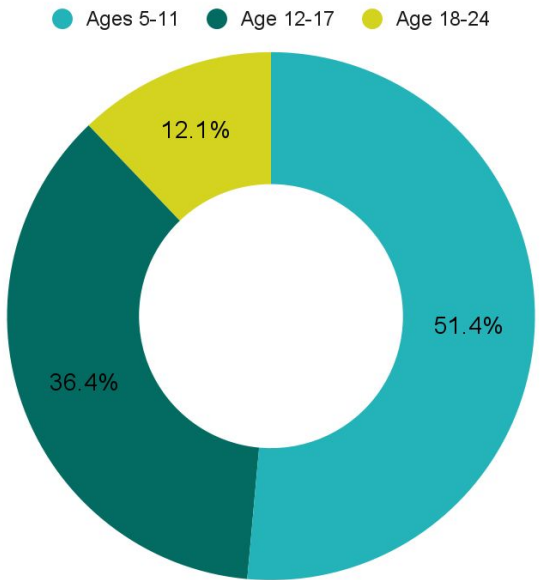




Reynolds vaccines

- **861 school immunizations**
- **604** clients received **882 Covid-19** vaccines
  - 288 first dose
  - 305 second dose
  - 11 boosters
- **1,116** Covid-19 tests administered

COVID testing



Reynolds SHC School & Community Engagement

- **2,356** students, parents and community member reached through school tours, class presentations and outreach

- **Reynolds Youth Action Council**
  - Hosted a lunchtime Smoothie Bike event & connected with 60 students
  - Conducted a mental health activity on current and future ways students are taking care of their mental health
  - Hosted a tea party promoting positive attributes of drinking tea

MULTNOMAH COUNTY
student
HEALTH CENTER

MULTNOMAH COUNTY student HEALTH CENTER

Reynolds School District

HERE FOR YOUth

REYNOLDS STUDENT HEALTH CENTER

We are like having a doctor's office at school.
We serve all K-12 youth who live or go to school in Multnomah County. There are no out-of-pocket costs, and we will see you with or without insurance.

Our services

- Well-child exam
- Sports physical
- Immunizations (shots)
- COVID-19 testing, vaccines, boosters
- Flu shots
- Injury/Illness care
- Mental/Behavioral health counseling
- Reproductive health care
- Prescriptions
- Lab tests/results
- Dental hygiene

Call
503-988-3340
to schedule

Mon: 9:15 am-5:15 pm

Tue-Fri: 7:45 am - 3:45 pm

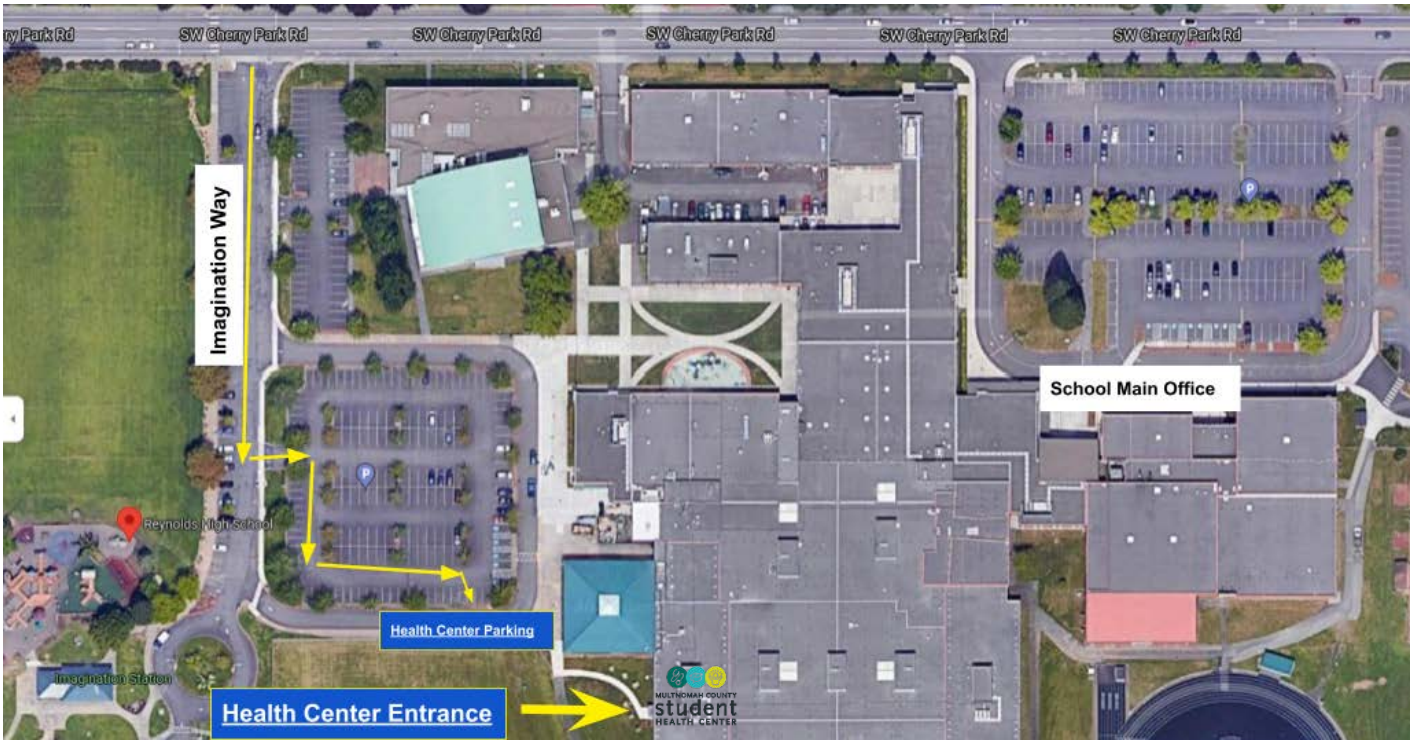
Reynolds High School
1698 SW Cherry Park Rd,
Troutdale
(Entrance off Imagination Way.
Directions on back.)

Learn more about our services at: **multco.us/student-health**

Multnomah County

Directions to Reynolds Student Health Center

1698 SW Cherry Park Rd, Troutdale



Directions:

Enter through the west entrance, off of Imagination Way. From Safeway turn right on Imagination Way. From 257th turn left on Imagination Way.

MULTNOMAH COUNTY student HEALTH CENTER

Reynolds School District

Aquí para la juventud

REYNOLDS STUDENT HEALTH CENTER

Nosotros somos como tener un consultorio médico en la escuela. Abierto a todos los jóvenes del Multnomah County de 5 a 18 años. Te veremos con o sin seguro medico, y nunca habra gastos de bolsillo por nuestros servicios.

Acerca de nosotros

- Visita de niño sano
- Físico deportivo
- Inmunizaciones (vacunas)
- Pruebas de COVID-19, vacunas, refuerzos
- Vacunas contra la gripe
- Atención de lesiones/enfermedades
- Consejería de salud mental
- Cuidado de la salud reproductiva recetas
- Pruebas de laboratorio/resultados
- Higiene dental

Llame para programar
503-988-3340

Lunes: 9:15 am - 5:15 pm

Martes a Viernes:
7:45 am - 3:45 pm

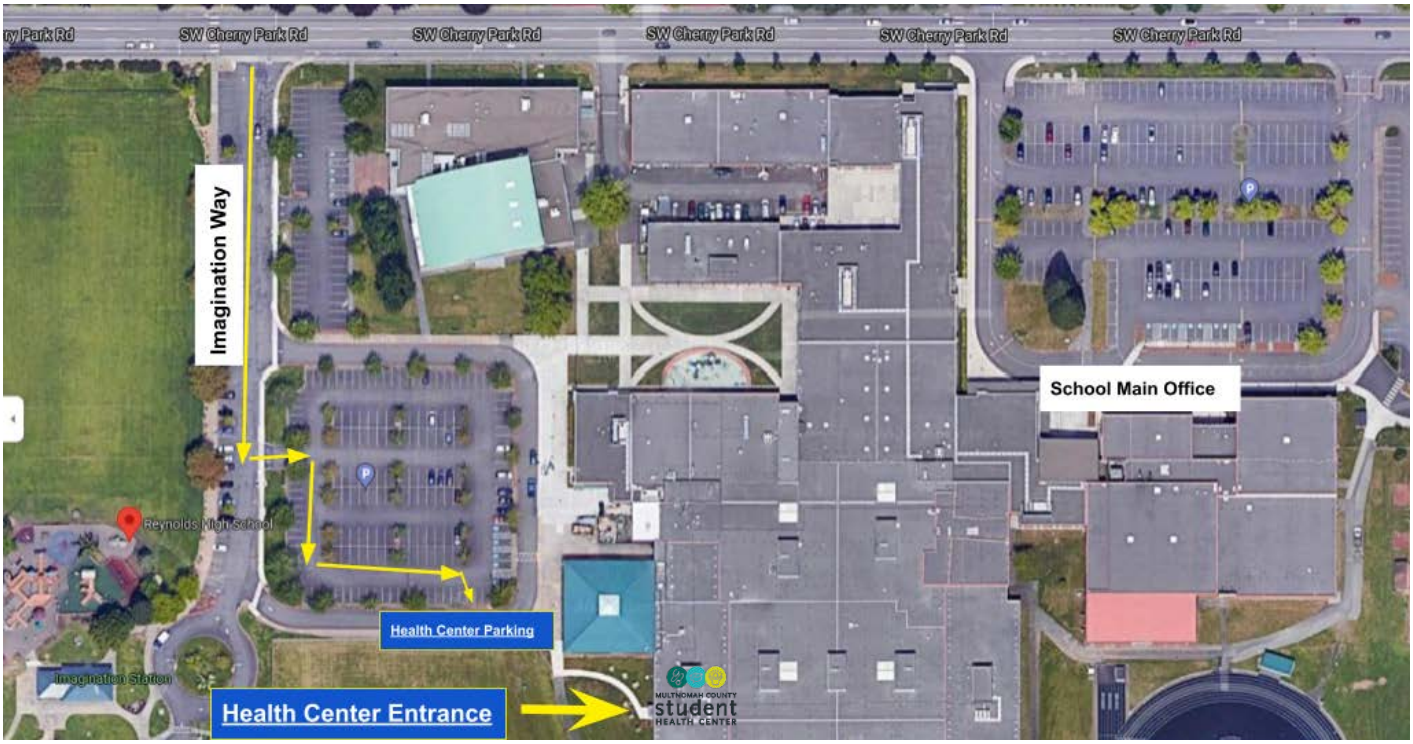
Reynolds High School
1698 SW Cherry Park Rd,
Troutdale
(Ingrese por la entrada oeste, saliendo de Imagination Way. direcciones en la parte de atrás.)

Obtenga más información sobre nuestros servicios en:
multco.us/student-health

Multnomah County

Direcciones a Reynolds Student Health Center

1698 SW Cherry Park Rd, Troutdale



Direcciones: Ingrese por la entrada oeste, saliendo de Imagination Way. Desde Safeway, gire a la derecha en Imagination Way. Desde 257, gire a la izquierda en Imagination Way.

MULTNOMAH COUNTY student HEALTH CENTER

Reynolds
2021-2022 Year in Review*

- **924** clients served
- **1,485** medical visits including **335** behavioral health visits
- **1.6** average client visits per year
- **151** dental hygiene visits

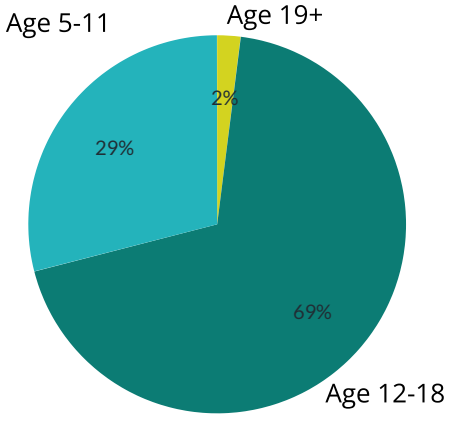
Top 3 Reasons for Visit

Mental/Behavioral Health

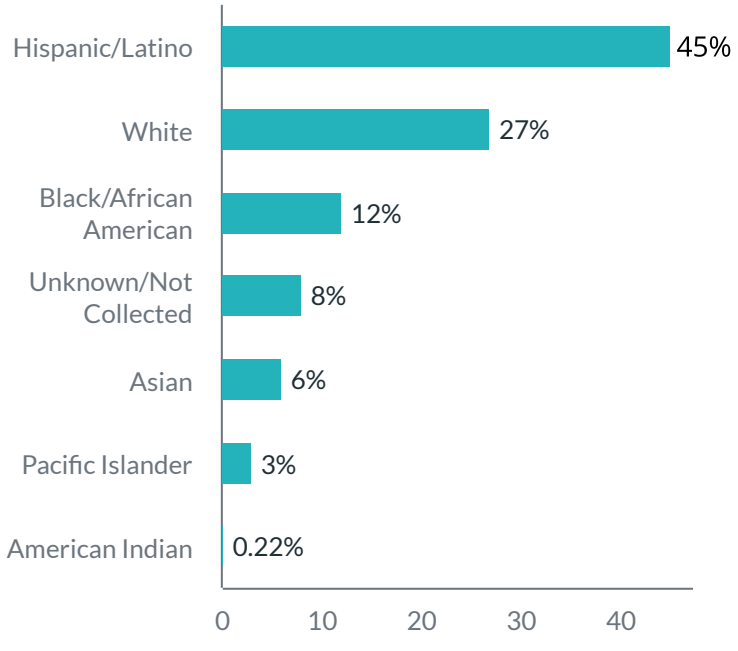
Sports Physical/ Well Child Exam

Contraception

Clients by Age Group



Client Demographics



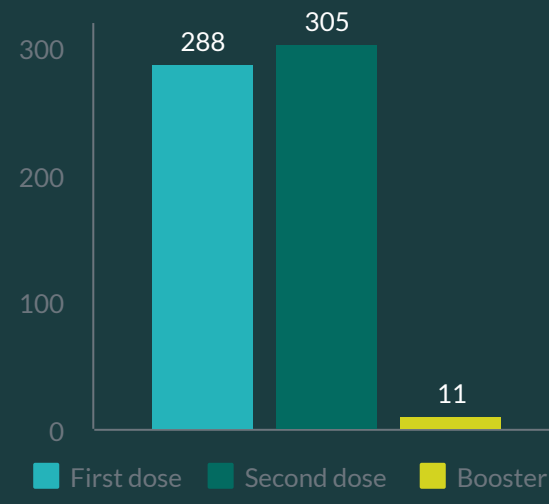
School Immunizations

861 vaccines administered

Our Mission: Through partnerships we promote whole community, whole school, and whole child health and readiness to learn by being located in schools.

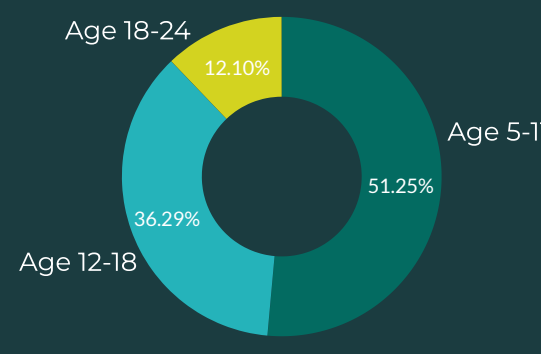
COVID-19 vaccinations

604 clients received 882 vaccines



COVID-19 testing

1,116 tests administered



School & Community Engagement

Outreach, Class Presentations and School Tours reached **2,536** students, parents, and community members

Youth Action Councils at **9** high schools hosted **15** events/projects connected to Mental Health Awareness & "The All in My Head: Real Teens, Real Talk" podcast has posted **18** episodes about teen mental health issues.

Thank You

for your continued support and partnership to help keep students healthy and ready to learn.

multco.us/student-health

facebook.com/Multco.SBHC

instagram.com/multco.studenthealth/

*** Data represents services for 7/1/21-6/30/22**

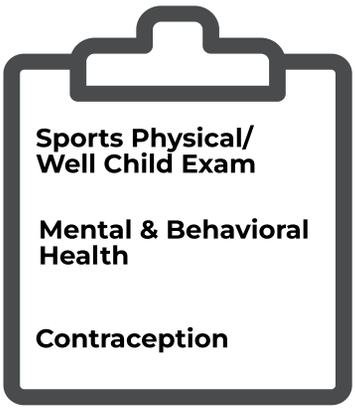
MULTNOMAH COUNTY student HEALTH CENTER

All Student Health Centers

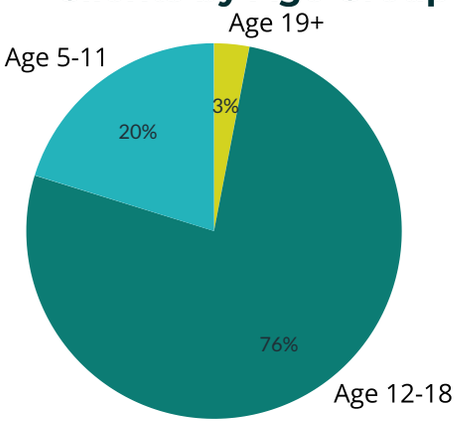
2021-2022 Year in Review*

- **6,355** clients served
- **13,520** medical visits provided, including **1,853** behavioral health visits
- **382** mental health referrals with **158** clients enrolled in counseling.
- **2.1** average client visits per year

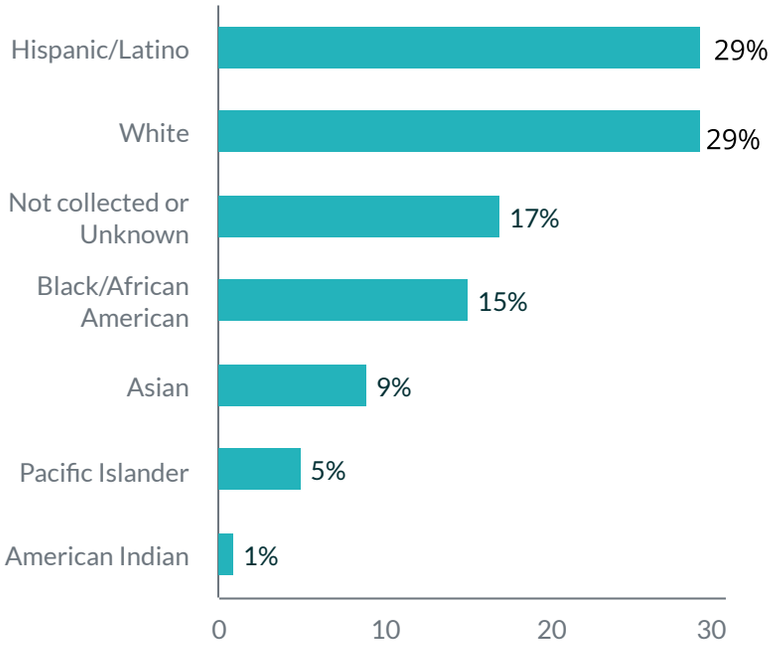
Top 3 Reasons for Visit



Clients by Age Group



Client Demographics



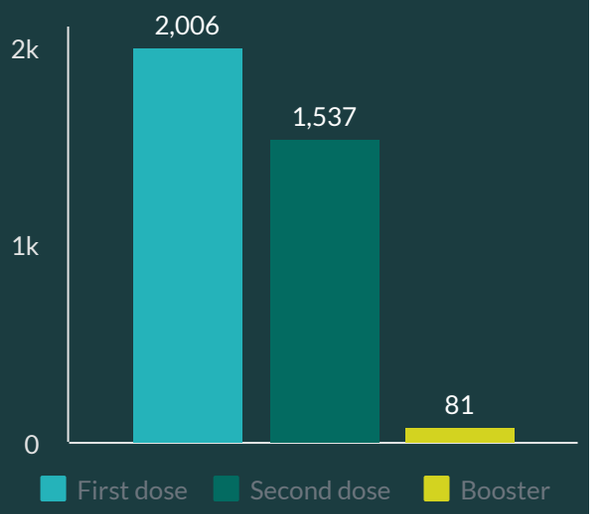
School Immunizations

6,564 vaccines administered

Our Mission: Through partnerships we promote whole community, whole school, and whole child health and readiness to learn by being located in schools.

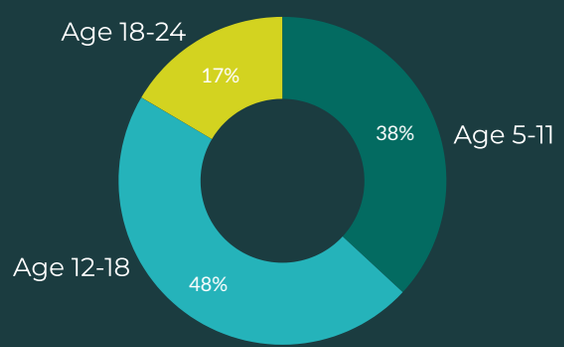
COVID-19 vaccinations

3,624 clients received 4,918 vaccines



COVID-19 testing

5,529 tests administered



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Outreach, Class Presentations and School Tours reached **11,496** students, parents, and community members

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*** Data represents services for 7/1/21-6/30/22**

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

To: Board of Directors

From: Dr. Koreen Barreras-Brown

Prepared by: Dan Kimbrow, District Summer Coordinator

Subject: **Summer Programs 2022 Review**

Policy: Instructional Goal - IA

Date: September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

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

Summary:

Dan Kimbrow, District Summer Coordinator, will present a summary of recently concluded summer programs including enrollment, staffing, partnerships and staff and partner survey results.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable

Reynolds School District

Summer Programs 2021-2022

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

September 28, 2022

MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

Reynolds School District

VISION

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CORE BELIEFS & COMMITMENTS

SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.

EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
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ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

Enrollment, Staffing, Attendance

- Over 1700 students participated across the district
- 7 Elementary Schools, 3 Middle Schools, 2 High Schools
- Early kindergarten through high school, in-person as well as secondary online credit recovery
- Recovery Services and specialized programs in Life Skills, Functional Life Skills
- Over 115 Certified, 95 Classified, and 40 interns staffed these programs
- Average student attendance rate of 80% district-wide
- 350 scholars in Children's Defense Fund Freedom Schools™

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Reynolds School District

Elementary

- 47 of 53 elementary students in phonics-based reading intervention demonstrated growth
- 337 elementary students participated in Lexia online learning, 114 certificates earned (for mastery of recommended lessons and usage goals met)
- 351 elementary students participated in Dreambox online learning, mostly completing about a lesson per week

Secondary

- 615 students in High Schools earned 199 total credits
- 11 students graduated as a result of summer credits earned
- 10 students moved into 9th Grade "on-track" status

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Reynolds School District

Children's Defense Fund Freedom Schools™

- Alder, Davis, H.B. Lee, and Reynolds Middle School
  - Proposing to continue the program at the current levels/sites
- Uses the culturally responsive literature-based Integrated Reading Curriculum
- RSD opted-in for additional assessment data which has yet to be returned
- Servant Leader Interns
  - 20 of 35 were graduates of the Reynolds School District
  - Typically college students between the age of 19 and 28
  - Trained by Freedom Schools, supported by teachers and site administrators
- Junior Servant Leader Interns
  - 12 graduating seniors participated
  - Earned college credits in education along with internship hours
  - Supported by grant funds from Nike

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Reynolds School District

Funding and Requirements

- Davis, Glenfair, Salish Ponds, and Reynolds Middle completed year two of three for Student Success Act (SSA) Summer Programs funding through ODE.
- Significant state grants for pre-K through HS summer programs was provided again during the 2021-22 school year.
- State grants require 25% local matching funds, allow use of federal stimulus monies for this purpose
- Prioritizing enrollment based on focal groups, special education recovery services
- Detailed end of program reports for each grant to ODE to include pre- and post-assessment data using STAR

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Reynolds School District

Some of our Partners for Summer Programs

- Trillium Family Services
- Metropolitan Family Services
- Self Enhancement, Inc.
- Latino Network
- Catholic Charities
- Champions
- Young Audiences
- Safe Routes to School
- Multnomah County Library Books2U
- Playworks
- Street Soccer, USA
- Greater Than
- Day One Tech
- Worlds Beyond Virtual Experiences
- Play-Well Teknologies
- Columbia Slough Watershed Council
- Montrell Goss
- Growing Gardens
- Friends of Baseball
- Reading Results

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Reynolds School District

Staff and Partner Survey Results

How successful were we in providing a safe, engaging, and fun summer program which addressed unfinished learning and social emotional needs through hands-on activities, project-based learning and the use of culturally relevant materials?

40

Staff and partners rated 4.08 of a possible 5.0.

How supported by your summer program administrator did you feel?

Staff and partners rated 4.36 of a possible 5.0

Reynolds School District

Successes (Staff and Partners)

"Field trips, resources, well-planned, same staff as regular year"

"Students continued to learn in new settings, with new peers and staff. The students were taught expectations in a caring environment."

"I think the biggest success to note, was that we had students who don't regularly attend school during the academic year, showing up every single day for summer learning."

"Great communication and collaboration between SUN team and our building Admin. Very clear goals and action items were set early on in Spring so there was enough planning time."

"I think the kids had fun and they got opportunities to practice academics to prevent summer loss"

Reynolds School District

Parent Survey Excerpts

"She loves attending Freedom Schools every day. She has a great relationship with students and teachers."

"These programs keep our children safe and also help them feel more confident."

"She is happy to go to school and now she is not nervous to go to middle school."

"(student name) strived to succeed with his behavior and respect of others."

42

"He learned about swimming this summer. He is very happy to go to the school. He is ready for the school year."

"These programs keep our children safe and also help them feel more confident."

Reynolds School District

Challenges and Considerations

- Summer programs require alignment with all departments
- Some state grants in place for 2022-23
- Additional positions in special education required
- Combining sites for summer presents unique challenges which require unique responses
- No SUN programs at Margaret Scott, Troutdale, Sweetbriar make these programs unique

Reynolds School District

Reynolds School District

Questions?

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

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To:	Board of Directors
From:	Dr. Koreen Barreras-Brown, Chief Academic Officer
Prepared by:	Rachel Aazzerah, Director of Assessment and System Improvement
Subject:	**2021-2022 English Language Proficiency Assessment and Oregon Statewide Assessment System Results**
Policy:	Assessment Program - IL
Date:	September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Rachel Aazzerah, Director of Assessment and System Improvement, will give an overview of Reynolds student performance on both the 2021-2022 English Language Proficiency Assessment (ELPA) and the Oregon Statewide Assessment System (OSAS) in the content areas of English language arts (ELA), mathematics and science.

Previous Board Action:
Not Applicable

Background:
Each fall, the Oregon Department of Education releases the official ELPA and OSAS data to schools to review and analyze in order to assist with systemic academic planning. The ELPA measures and reports on students' English language proficiency in reading, writing, speaking, listening, and comprehension. Delivered online, ELPA is designed to be interactive and includes questions that reflect real-world scenarios. Its main purpose is to qualify students for appropriate language services and help guide schools to best address student needs.

OSAS currently includes summative assessments administered annually by subject matter and grade. Pursuant to federal and state accountability requirements, Oregon public schools test students in English language arts and math in grades 3 – 8, and 11 and science in grades 5, 8, and 11.

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

Reynolds School District

2021-2022 English Language Proficiency Assessment (ELPA) and Oregon Statewide Assessment System (OSAS) Results

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

September 28, 2022

MISSION

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Reynolds School District

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ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

2021-2022 ELPA Summative District Wide Results- All Grade Levels Combined

Percent	21%	73%	6%
Count	599	2.1K	163

Students are assessed on the following four domains:

- Reading
- Writing
- Listening
- Speaking

2021-2022 English Language Proficiency Assessment (ELPA) Results

Emerging (Attaining a profile of levels 1 and 2 in all four domains) (Eligible for ongoing services)

Progressing (Attaining a profile with one or more domain scores above Level 2 that does not meet the requirements to be proficient) (Eligible for ongoing services)

Proficient (Attaining a profile of Level 4 or higher in all domains) (Students can be considered for reclassification)

Reynolds School District

2021-2022 ELPA Summative District Wide Results- Individual Grade Levels: KG-12th

	Emerging	Progressing	Proficient
Grade Level	Percentage (%)	Percentage (%)	Percentage (%)
KG	26	72	2
1st	18	81	1
2nd	13	76	11
3rd	11	81	8
4th	24	70	6
5th	18	76	6
6th	15	81	4
7th	25	74	1
8th	23	74	3
9th	41	53	7
10th	25	66	9
11th	20	70	10
12th	28	64	8

2021-2022 Oregon Statewide Proficiency Rate

	Oregon State
Grade Level	Proficient %
KG	3
1st	6
2nd	17
3rd	13
4th	11
5th	11
6th	11
7th	6
8th	6
9th	5
10th	9
11th	11
12th	8

50

Emerging (Attaining a profile of levels 1 and 2 in all four domains) (Eligible for ongoing services)

Progressing (Attaining a profile with one or more domain scores above Level 2 that does not meet the requirements to be proficient) (Eligible for ongoing services)

Proficient (Attaining a profile of Level 4 or higher in all domains) (Students can be considered for reclassification)

Reynolds School District

2021-2022 OSAS Participation Rate (%) Per Test, Per Grade Level in Comparison to State Average

Test Subject	Grade Level	Reynolds Participation Rate (%)	Oregon State Average Participation Rate (%)
English Language Arts	3	96.7	92.7
English Language Arts	4	97.6	92.2
English Language Arts	5	94.8	92.5
English Language Arts	6	97.2	90.8
English Language Arts	7	96.3	88.5
English Language Arts	8	95.1	86.2
English Language Arts	11	89.0	59.9
English Language Arts	All Grades	95.5	86.1
Mathematics	3	96.3	92.3
Mathematics	4	97.1	91.8
Mathematics	5	93.9	92
Mathematics	6	92.4	89.9
Mathematics	7	93.2	87
Mathematics	8	93.8	84.4
Mathematics	11	76.6	55.8
Mathematics	All Grades	92.5	84.7
Science	5	95.9	93
Science	8	95.3	88
Science	11	76.1	63.1
Science	All Grades	90.5	81.5

Higher % Participation	
Same % Participation	
Below % Participation	

Reynolds School District had a higher participation rate than the state average for every OSAS assessment measure (ELA, Math, and Science) at each grade level.

2021-2022 OSAS: English Language Arts Assessment Results

2021-2022 ELA District Wide Results- All Grade (3-8, 11) Levels Combined

Percent	46%	25%	22%	8%
Count	1.4K	745	672	235

Students are assessed on the following four domains:

- Reading
- Writing
- Speaking/Listening
- Research

Level 1: Not Yet Met the Grade-Level Achievement Standard

Level 2: Nearly Met the Grade-Level Achievement Standard

Level 3: Met the Grade-Level Achievement Standard

Level 4: Exceeded the Grade-Level Achievement Standard

Reynolds School District

2021-2022 ELA Summative District Wide Results- Individual Grade (3-8, 11) Levels:

	Level 1	Level 2	Level 3	Level 4
Grade Level	Percentage (%)	Percentage (%)	Percentage (%)	Percentage (%)
3rd	60	21	12	7
4th	58	19	14	9
5th	47	22	22	9
6th	55	25	16	4
7th	50	23	22	5
8th	52	24	21	4
11th	39	22	26	12

	Oregon State
Grade Level	Level 3 & Level 4 (%)
3rd	39
4th	43
5th	47
6th	41
7th	46
8th	44
11th	47

53

Level 1: Not Yet Met the Grade-Level Achievement Standard

Level 2: Nearly Met the Grade-Level Achievement Standard

Level 3: Met the Grade-Level Achievement Standard

Level 4: Exceeded the Grade-Level Achievement Standard

Reynolds School District

2021-2022 Math District Wide Results- All Grade (3-8, 11) Levels Combined

Students are assessed on the following three domains:

- Concepts and Procedures
- Problem Solving/Modeling and Data Analysis
- Communicating Reasoning

2021-2022 OSAS: Math Assessment Results

Level 1: Not Yet Met the Grade-Level Achievement Standard

Level 2: Nearly Met the Grade-Level Achievement Standard

Level 3: Met the Grade-Level Achievement Standard

Level 4: Exceeded the Grade-Level Achievement Standard

Reynolds School District

2021-2022 Math Summative District Wide Results- Individual Grade (3-8, 11) Levels:

	Level 1	Level 2	Level 3	Level 4
Grade Level	Percentage (%)	Percentage (%)	Percentage (%)	Percentage (%)
3rd	62	20	14	4
4th	58	27	11	3
5th	65	25	7	4
6th	72	20	6	2
7th	69	21	8	2
8th	74	15	7	4
11th	72	19	7	2

	Oregon State
Grade Level	Level 3 & Level 4 (%)
3rd	39
4th	36
5th	30
6th	28
7th	30
8th	26
11th	20

55

Level 1: Not Yet Met the Grade-Level Achievement Standard

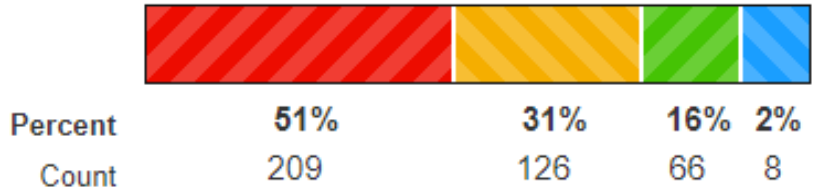
Level 2: Nearly Met the Grade-Level Achievement Standard

Level 3: Met the Grade-Level Achievement Standard

Level 4: Exceeded the Grade-Level Achievement Standard

Reynolds School District

2021-2022 Science District Wide Results- All Grade (5, 8, 11) Levels Combined



Students are assessed on the following three domains:

- 3-Dimensional* Physical Science
- 3-Dimensional Life Science
- 3-Dimensional Earth Science

*3-Dimensional: Science and Engineering Practices, Disciplinary Core Ideas and Crosscutting Concepts

2021-2022 OSAS: Science Assessment Results

Level 1: Not Yet Met the Grade-Level Achievement Standard

Level 2: Nearly Met the Grade-Level Achievement Standard

Level 3: Met the Grade-Level Achievement Standard

Level 4: Exceeded the Grade-Level Achievement Standard

Reynolds School District

2021-2022 Science Summative District Wide Results- Individual Grade (5, 8, 11) Levels:

	Level 1	Level 2	Level 3	Level 4
Grade Level	Percentage (%)	Percentage (%)	Percentage (%)	Percentage (%)
5th	52	34	13	1
8th	58	29	13	1
11th	64	19	15	3

	Oregon State
Grade Level	Level 3 & Level 4 (%)
5th	30
8th	28
11th	32

57

- Level 1: Not Yet Met the Grade-Level Achievement Standard
- Level 2: Nearly Met the Grade-Level Achievement Standard
- Level 3: Met the Grade-Level Achievement Standard
- Level 4: Exceeded the Grade-Level Achievement Standard

Reynolds School District

Input, Outputs, and Outcomes

Leading Indicators

STAR-Reading, STAR-Math, ELPA and OSAS-ELA and OSAS-Math

Lagging Indicators

Data from CEE Perception Survey, DIBELS/IDEL, Lexia Core 5 Reading and Dreambox Math

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Inputs

- Language Essentials for Teachers of Reading and Spelling Training (LETRS)
- Newly Adopted English Language Arts and English Language Development Curriculum
- Professional Learning Communities (PLCs)
- Student Centered Coaching Model
- Lexia Core 5 Reading
- Dreambox Math
- Extended Learning
- Technology & Access

Outputs

- STAR -Reading and STAR-Math
- Lexia Core 5 Reading
- Dreambox Math
- CEE Perception Data
- OSAS & ELPA
- DIBELS/IDEL

Outcomes

- Goals - Achievement
- Increased 3rd Grade Reading Proficiency Rate
- Increased 5th and 8th Grade Math Proficiency Rate

Reynolds School District

Reynolds School District

Questions?

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To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Superintendent's Report**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:

Superintendent Diaz will provide announcements and reports to the board:

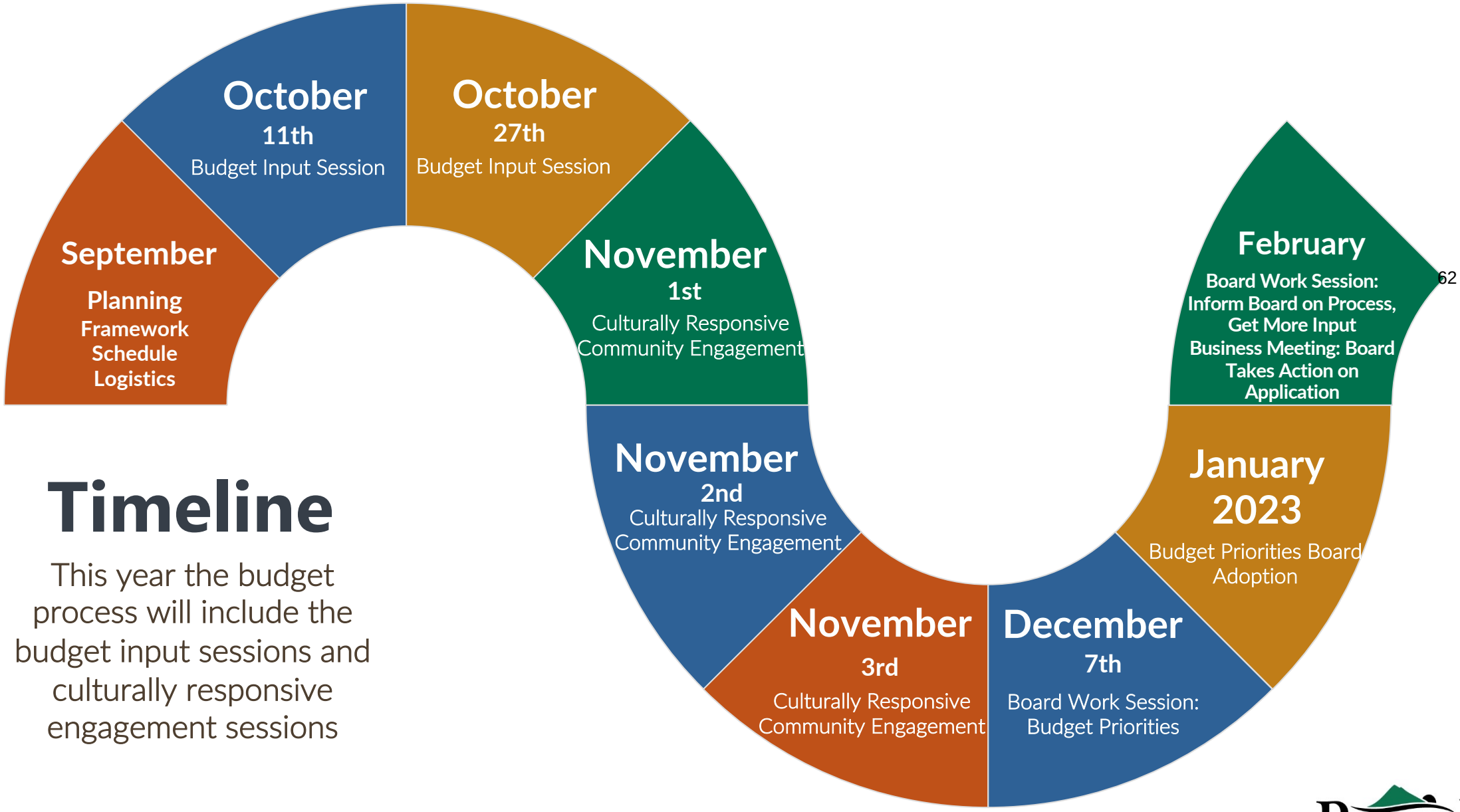
a. Announcements / Reports - Dr. Danna Diaz
b. Communication Report - Stephanie Field and Dr. Sara Hahn-Huston
c. Financial Report - Anthony Lebron
d. Enrollment Report - Anthony Lebron

Superintendent Report

- Aligning for Student Success and Budget Input planning is under way
- Executive Planning Team has met 3 times and has debrief meetings scheduled after each session.

- District Planning Team for the Aligning for Student Success application will begin meeting in October.
- Budget Input Sessions:
  - October 11
  - October 27
- Culturally Responsive Family and Student Engagement Sessions:
  - November 1
  - November 2
  - November 3

Reynolds School District



Timeline

This year the budget process will include the budget input sessions and culturally responsive engagement sessions

Reynolds School District

Reynolds School District

Superintendent Reports

Communications & Community Relations

September 28, 2022

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ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

Back to School!

Dr. Sara Hahn-Huston
Executive Director of Schools

- First Week of School Reflections
- School Climate, Culture and Innovation
- Engaging our Community
- Maximizing our Community Partnerships

65

Reynolds School District

Your future starts here!
Reynolds
Reynolds
SUN Community School

LITERACY

POSITIVE AND HAPPY

Jon Wang
STARGAZING
MERLIN MISSIONS
CARDBOARD KINGDOM
World of Reading
STAR WARS
NARWHAL'S OTTER FRIEND

SCHOOL BUS

PLEASE! RETURN TRAYS HERE

Communications & Community Relations

Stephanie Field
Executive Director of Communications & Community Relations

- ParentSquare Update
- Communications Audit
- New/Modified Policies: Communications Plan
- Social Media Internal Guidelines for Engagement and Visibility

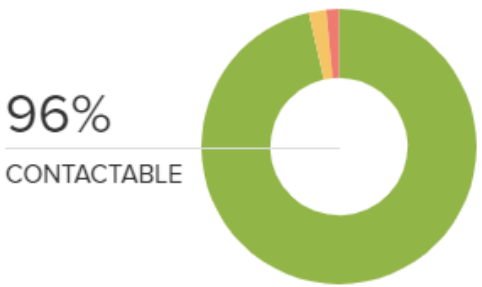
Reynolds School District

ParentSquare

8,967
STUDENTS →

2,132
STAFF & TEACHERS →

9,483
PARENTS →

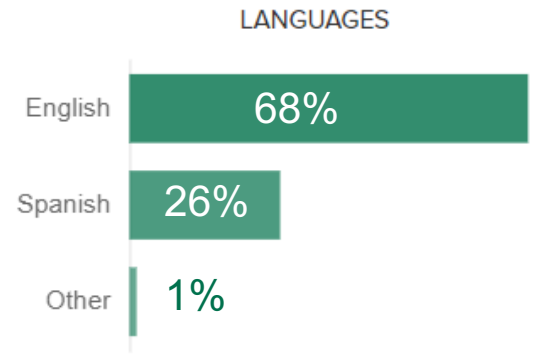


8,967 STUDENTS' FAMILIES →

CONTACTABLE **8,647** →
At least one student contact is contactable

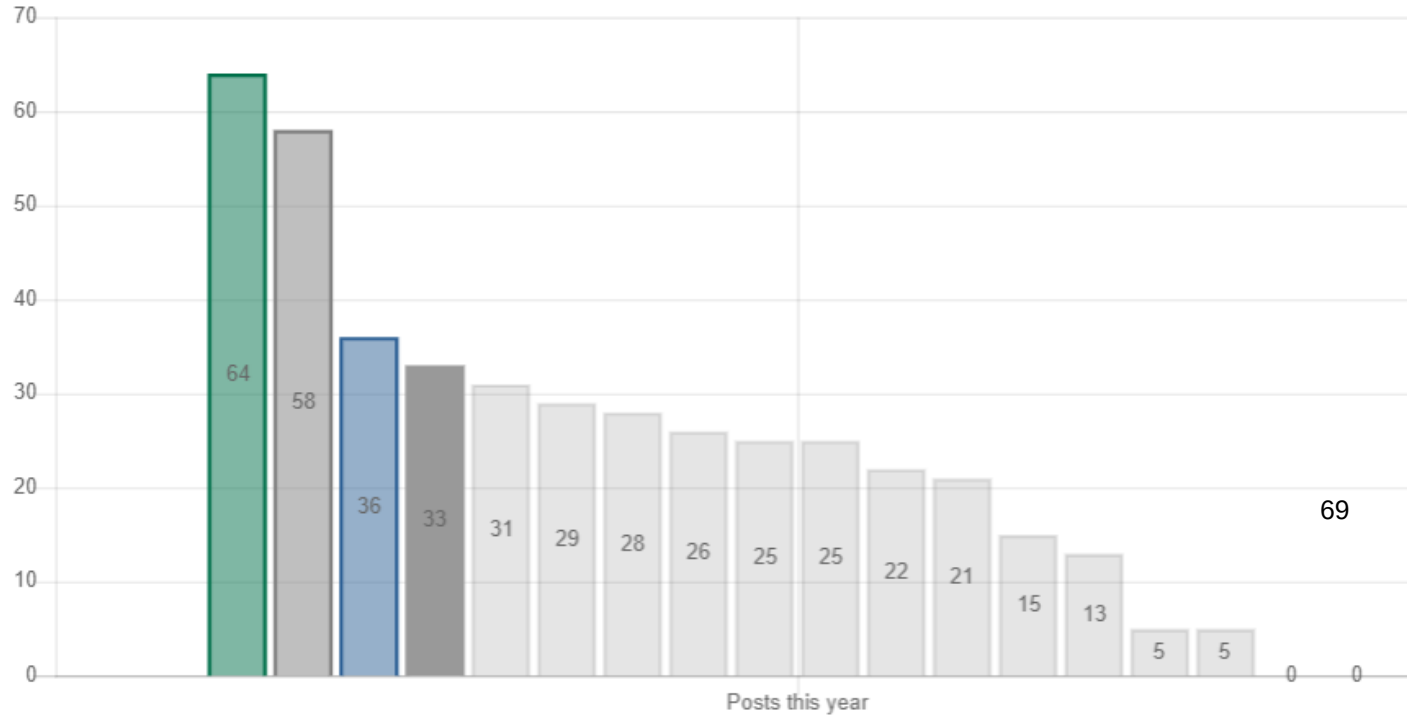
NON-CONTACTABLE **188** →
No student contact is contactable

NO CONTACT INFO **132** →
There are no student contacts listed



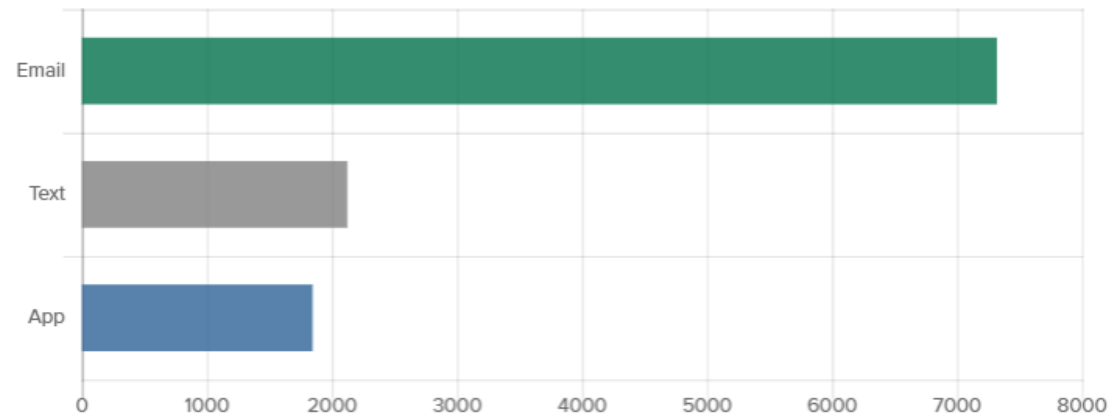
Reynolds School District

- 64 Glenfair Elementary School
- 58 Wilkes Elementary School
- 36 Hartley Elementary School
- 33 H.B. Lee Middle School
- 31 Fairview Elementary School
- 29 Salish Ponds Elementary School
- 28 Troutdale Elementary School
- 26 M. Scott Elementary School
- 25 Davis Elementary School
- 25 Sweetbriar Elementary School
- 22 Alder Elementary School
- 21 Woodland Elementary School
- 15 Reynolds Middle School
- 13 Reynolds High School
- 5 Reynolds Learning Academy - West
- 5 Walt Morey Middle School
- 0 Reynolds Arthur Academy
- 0 Reynolds Outside Placements



69

REACH METHODS



EMAIL

7,372 (78%) Parents with emails

7,320 (77%) Opted to receive emails

- 7,320 (77%) Receiving emails
- 0 (0%) Failed emails

TEXT

9,236 (97%) Parents with phones

2,123 (22%) Opted to receive texts

- 2,123 (22%) Receiving texts
- 0 (0%) Failed texts

APP

1,985 (21%) Parents with app

- 1,845 (20%) Receiving notifications

** all percentages are out of the total 9,483 parents in the District*

21% have downloaded the app

In your next newsletter make sure to highlight the benefits of downloading the app to increase engagement with parents. Here are some **posters** you can print and put up.

FEATURES USED

OUT OF 14

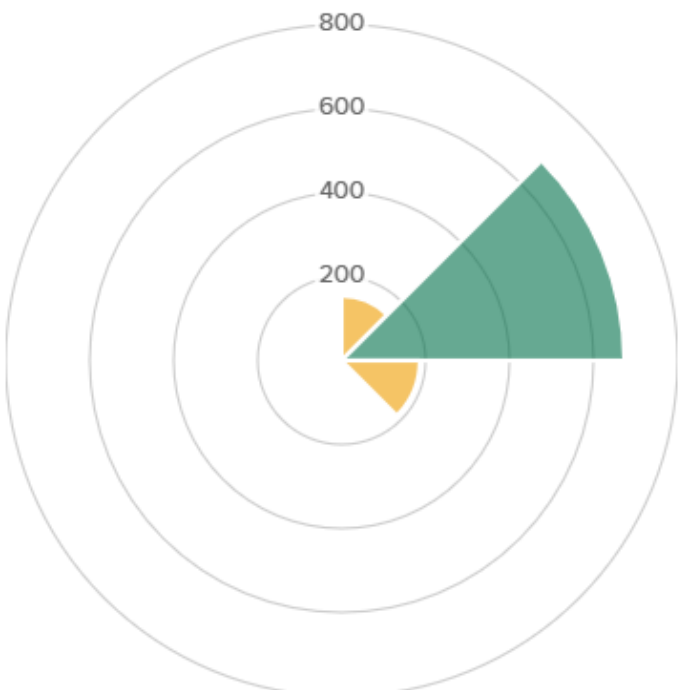
0	Auto Notices
6,836	Direct Messages | **2,303** Threads
3	Forms / Permission Slips
0	Payment Items | **0** Posts
1	Polls
0	Posts Shared on Social
45	Smart Alerts
60	Calendar Events | **4** RSVP Requested
52	Files Shared | **32** Posts
25	Items Requested | **2** Posts
128	Photos / Videos Shared | **36** Albums
469	Posts
0	Secure Documents
0	Volunteers Requested | **0** Posts

** all values are totaled starting from August 01, 2022*

830

OUT OF 9,483

PARENTS INTERACTED



COMMENTS
- 154 Commented

APPRECIATIONS
- 673 Appreciated

RSVPS
- 186 RSVP'd

VOLUNTEERS
- 0 Volunteered

ITEMS
- 2 Signed Up

FORMS / PERMISSIONS
- 9 Completed

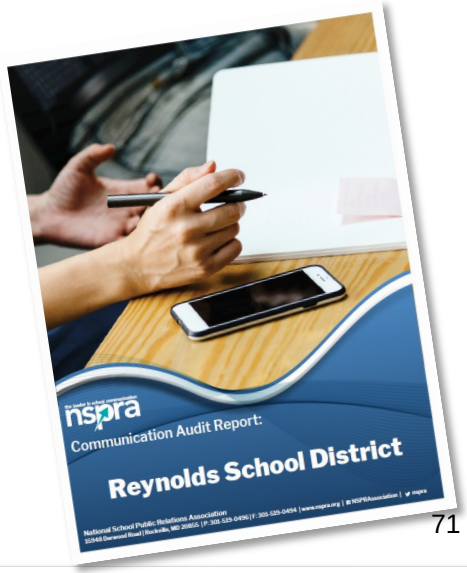
PAYMENTS
- 0 Paid

POLLS
- 3 Voted

** all values are totaled starting from August 01, 2022*

Other Updates

- Communications Audit
  - Used audit results to determine Department Improvement Plan (9/22)
    - Focus on Strategic Communications Plan and Internal Communications
  - Sharing Communications Audit with internal and external stakeholders this week and next!
- New or Modified Policies: Communication Plan
  - Working to post all current board policies/ARs on RSD website to ease in language translation
- Social Media Internal Guidelines for Engagement and Visibility
  - Developing internal standards, best practices, and approval process for social media posts



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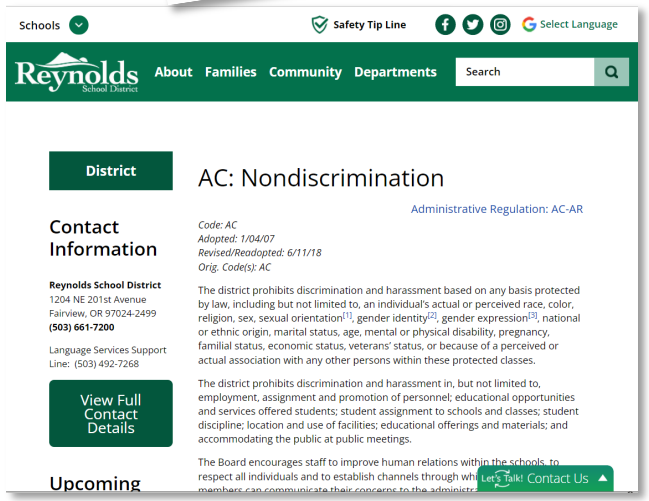


Reynolds School District

Reynolds School District

Questions?

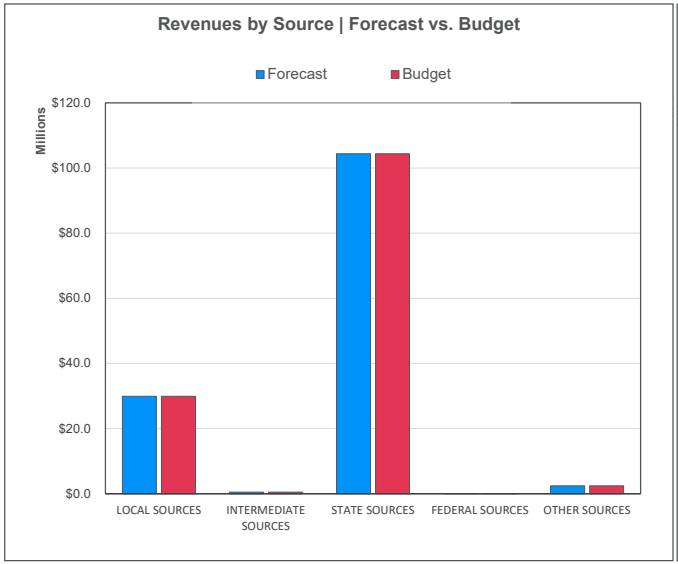
Thank you!

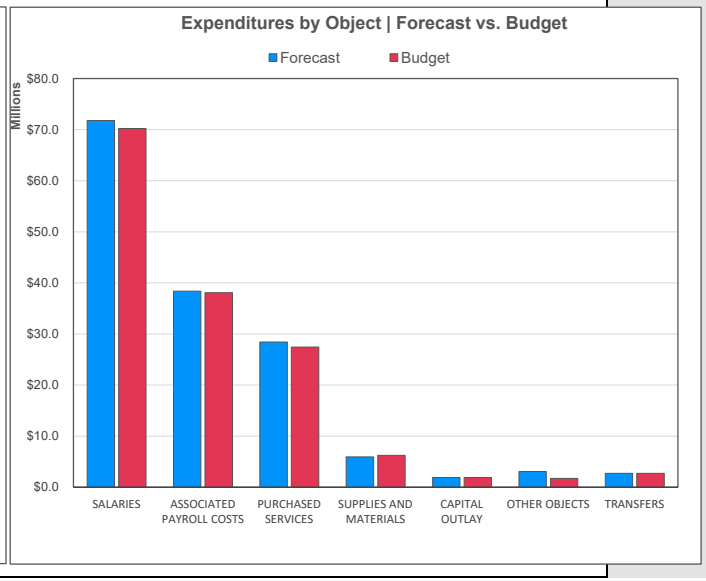
As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

100 General Fund | Financial Projection by Object

For the Period Ending August 31, 2022

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Annual Forecast
RESOURCES					
Operating Revenues					
Local Sources	$ 96,655	$ 29,919,859	$ 274,798	0.92%	$ 29,919,859
Intermediate Sources	-	501,800	7,903	1.57%	$ 501,800
State Sources	24,864,620	104,355,789	23,153,744	22.19%	$ 104,355,789
Federal Sources	(869)	60,000	-	0.00%	$ 60,000
Other Sources	-	2,413,000	-	0.00%	$ 2,413,000
Total Operating Revenues	**$ 24,960,406**	**$ 137,250,448**	**$ 23,436,446**	17.08%	**$ 137,250,448**
Beginning Fund Balance	-	34,006,549	-	0.00%	34,006,549
TOTAL RESOURCES	**$ 24,960,406**	**$ 171,256,997**	**$ 23,436,446**	13.68%	**$ 171,256,997**
REQUIREMENTS					
Operating Expenditures					
Salaries	$ 2,273,970	$ 70,211,510	$ 4,280,822	6.10%	$ 71,776,279
Associated Payroll Costs	1,131,908	38,069,363	1,898,880	4.99%	38,386,465
Purchased Services	2,950,570	27,427,494	4,770,925	17.39%	28,432,421
Supplies and Materials	972,534	6,226,267	581,339	9.34%	5,924,937
Capital Outlay	-	1,902,393	821	0.04%	1,907,675
Other Objects	1,358,024	1,714,645	2,137,832	124.68%	3,076,403
Transfers	-	2,721,650	-	0.00%	2,721,650
Total Operating Expenditures	**$ 8,687,007**	**$ 148,273,322**	**$ 13,670,619**	9.22%	**$ 152,225,830**
Contingencies	-	14,638,103	-	0.00%	14,638,103
Unappropriated Ending Fund Balance	-	8,345,572	-	0.00%	8,345,572
TOTAL REQUIREMENTS	**$ 8,687,007**	**$ 171,256,997**	**$ 13,670,619**	7.98%	**$ 175,209,505**
Ending Fund Balance					**$ (3,952,508)**
OPERATING SURPLUS / (DEFICIT)	**$ 16,273,399**	**$ (11,022,874)**	**$ 9,765,826**		**$ (14,975,382)**
(Operating Revenue less Operating Expenses)					



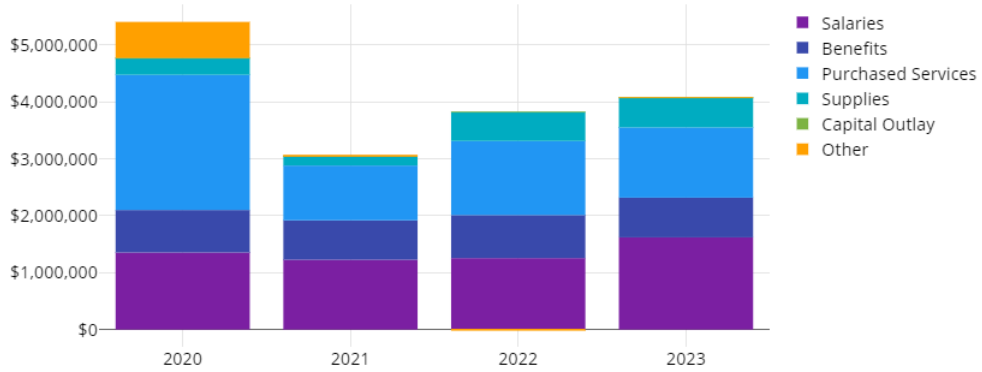


Budget Management Analytics | formerly SCast Plus

2022-2023 Reynolds SD 7 | General Fund Monthly Expenditure Overview

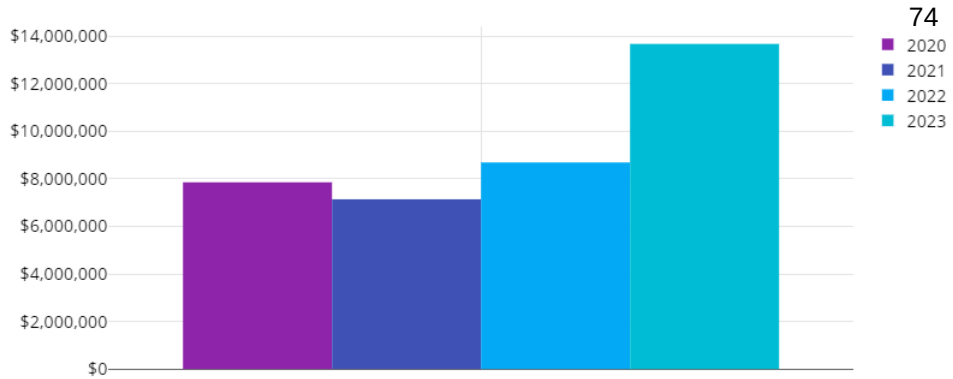
Total YTD Expenses	YTD Salaries & Benefits	YTD Purchased Services	YTD Other Expenses
$13,670,619	**$6,179,702**	**$4,770,925**	**$2,719,993**
Variance to Budget $3,952,508	Variance to Budget $1,881,871	Variance to Budget $1,004,927	Variance to Budget $1,065,710
UNFAVORABLE	UNFAVORABLE	UNFAVORABLE	UNFAVORABLE

General Fund Historical Expenses for Current Month



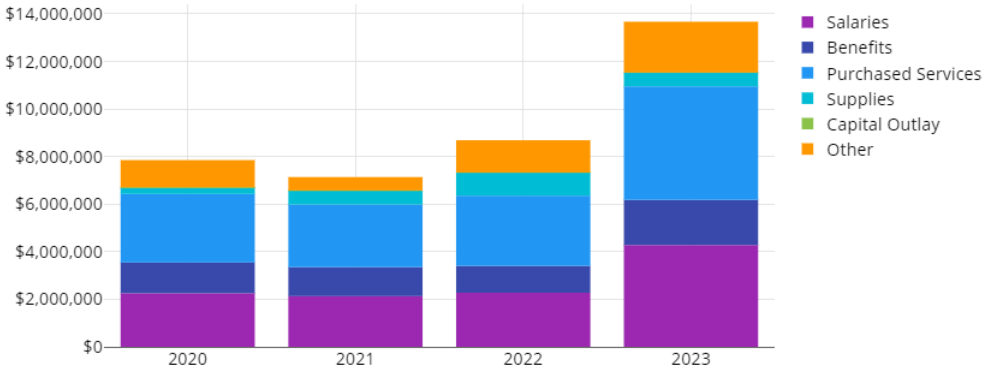
For the Month Ending - AUG

General Fund Year to Date Expenses



For the Period JUL - AUG

General Fund Year to Date Expenses by Object



For the Period JUL - AUG

Object Level 1	For the Period JUL - AUG			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
Salaries	$2,253,322	$2,131,221	$2,273,970	$4,280,822
Benefits	$1,293,111	$1,220,006	$1,131,908	$1,898,880
Purchased Services	$2,881,611	$2,632,753	$2,950,570	$4,770,925
Supplies	$274,419	$591,040	$972,534	$581,339
Capital Outlay	$0	$0	$0	$821
Other	$1,148,713	$563,096	$1,358,024	$2,137,832

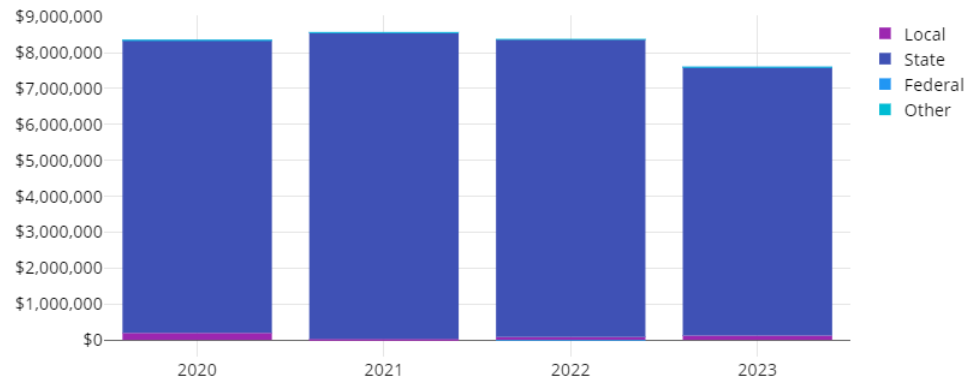
2022-2023 Reynolds SD 7 | General Fund Monthly Revenue Overview

Total YTD Revenues
$23,436,446
Variance to Budget $-9,686,469
UNFAVORABLE

YTD State School Fund Formula
$23,329,081
Variance to Budget $-2,250,443
UNFAVORABLE

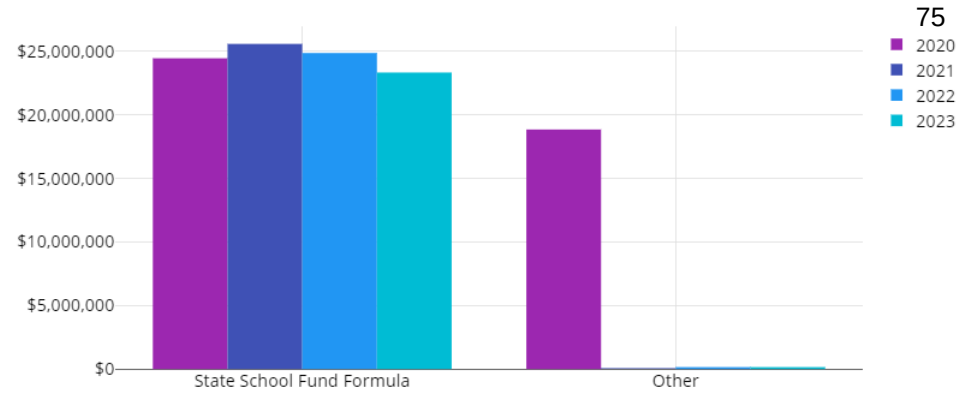
YTD Other Sources
$107,364
Variance to Budget $-7,436,027
UNFAVORABLE

General Fund Historical Revenues for Current Month



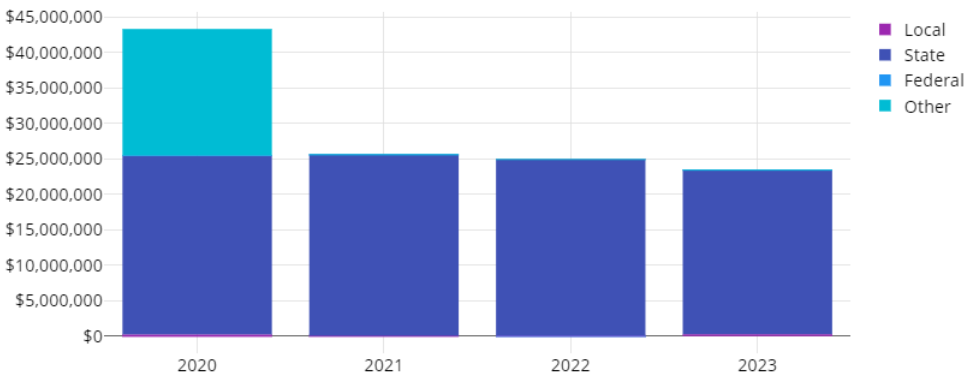
For the Month Ending - AUG

General Fund Year to Date Revenues



For the Period JUL - AUG

General Fund Year to Date Revenues by Source



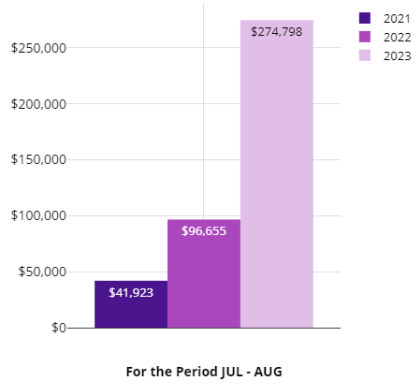
For the Period JUL - AUG

Source Level 1	For the Period JUL - AUG			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
1000-1999 Local Sources	$248,156	$41,923	$96,655	$274,798
2000-2999 Intermediate Sources	$0	$0	$0	$7,903
3000-3999 State Sources	$25,207,358	$25,580,595	$24,864,620	$23,153,744
4000-4999 Federal Sources	$8,129	$6,324	$-869	$0
5000-5999 Other Sources	$17,832,461	$0	$0	$0

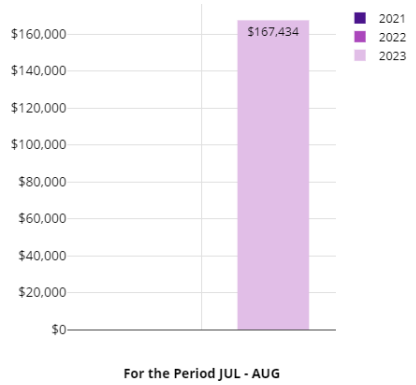
2022-2023 Reynolds SD 7 | General Fund Overview - Revenue

YTD Local Sources	YTD State Sources	YTD All Sources (except 5400s)
9.63% of Budget	22.19% of Budget	21.75% of Budget
Prior Year YTD: 0.30% of Actuals	Prior Year YTD: 23.45% of Actuals	Prior Year YTD: 18.04% of Actuals

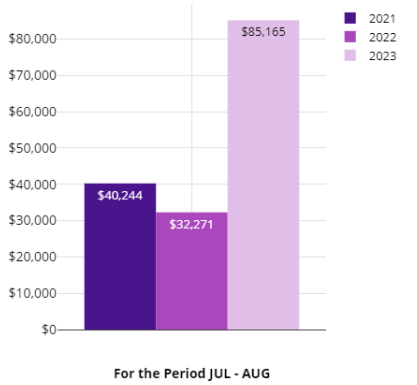
Local Sources (1000s)



Property Taxes (1100s)

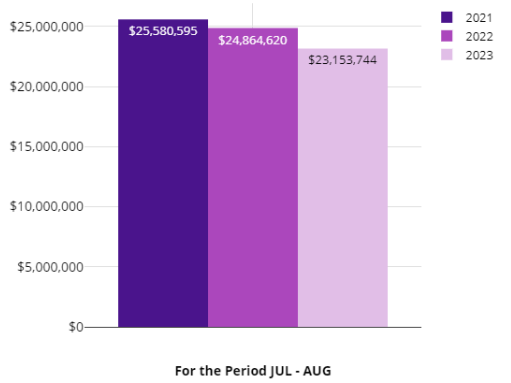


Interest Earnings (1500s)

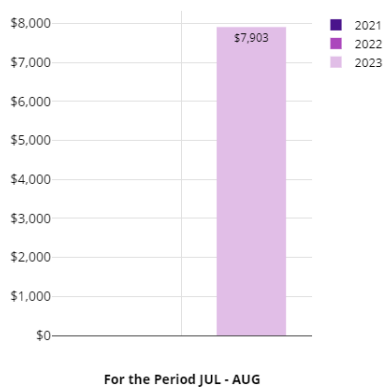


State Sources (3000s)

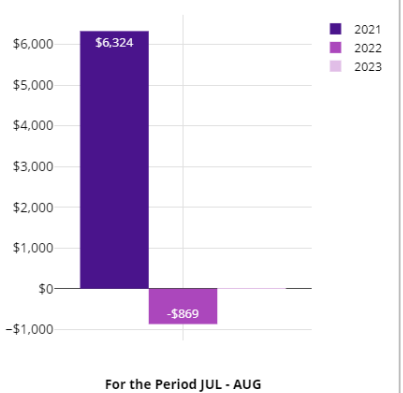
State School Fund (3101)



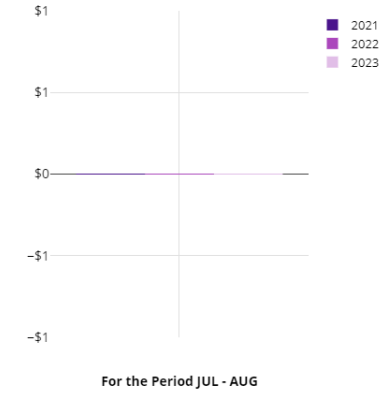
Intermediate Sources (2000s)



Federal Sources (4000s)



Other Sources (5000s)



2022-2023 Reynolds SD 7 | General Fund Overview - Expense

YTD Salary and Benefits

5.71% of Budget

Prior Year YTD: 3.58% of Actuals

YTD Purchased Services

17.39% of Budget

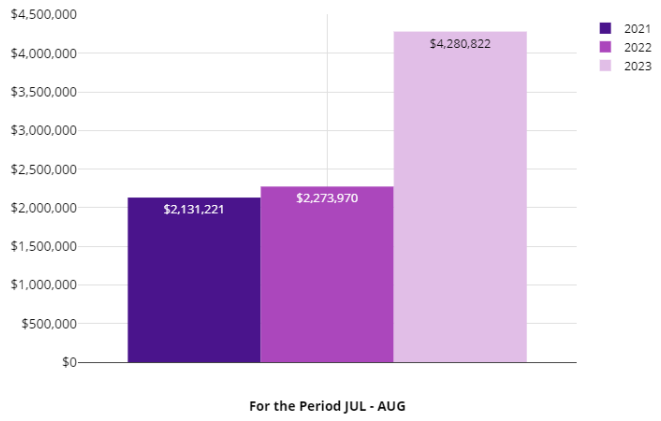
Prior Year YTD: 13.28% of Actuals

YTD Other Expenses

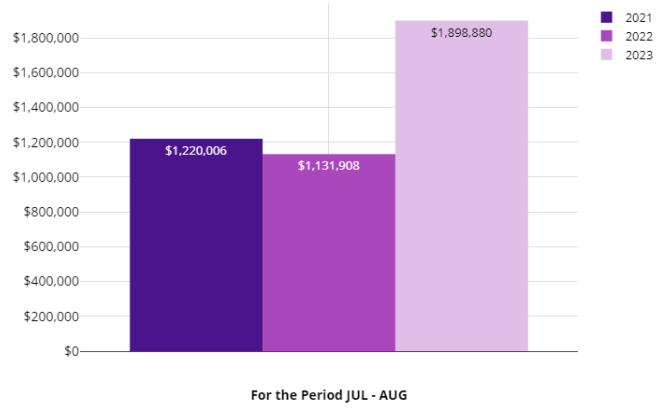
21.65% of Budget

Prior Year YTD: 24.55% of Actuals

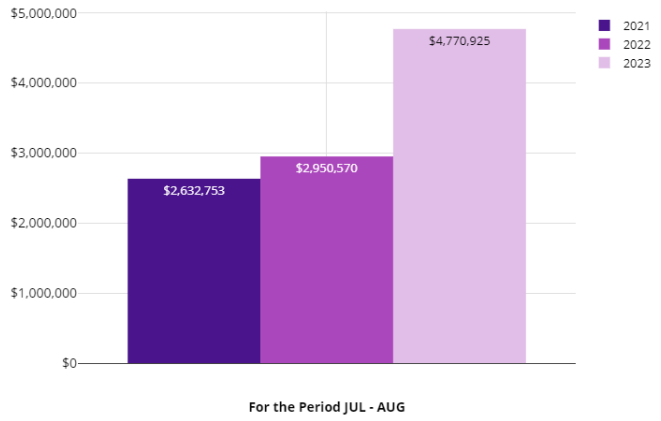
Salaries (100s)



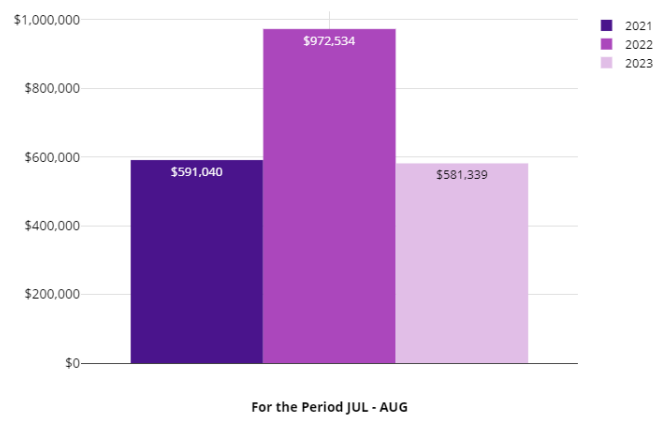
Benefits (200s)



Purchased Services (300s)

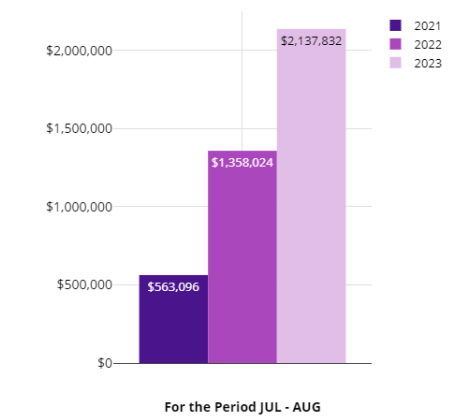


Supplies (400s)

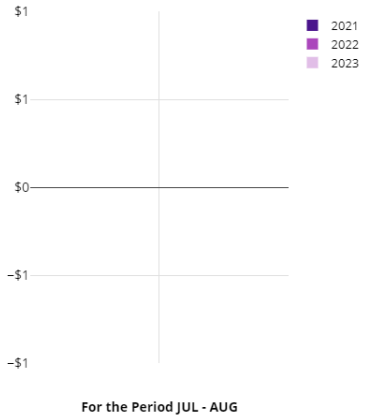


Capital Outlay (500s)

Other Objects (600s)



Transfers (700s)



Enrollment by School Data Comparison - Excluding Charters				Year to Year (2022-2021)
School	28-Sep-2020	27-Sep-2021	23-Sep-2022	Change
Alder	404	377	385	8
Davis	391	318	372	54
Fairview	283	301	278	-23
Glenfair	371	309	431	122
Hartley	388	334	325	-9
Margaret Scott	381	313	332	19
Salish Ponds	330	347	313	-34
Sweetbriar	297	266	253	-13
Troutdale	379	333	343	10
Wilkes	423	434	418	-16
Woodland	395	376	379	3
H.B. Lee MS	648	707	663	-44
Reynolds MS	873	877	843	-34
Walt Morey MS	587	571	568	-3
Reynolds HS	2,511	2,580	2,533	-47
Reynolds Learning Academy	143	181	207	26
Total	**8,804**	**8,624**	**8,643**	**19**

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

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **Consent Agenda**

Policy: Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:

A. Approval of Personnel Order
B. Approval of Prior Meeting Minutes
C. ODE Staff Retention Grant
D. Policy Updates: Section J
E. E-RATE Wi-Fi Contract with CDW-G and Station Cabling Contract with IES Communications
F. Oregon Department of Human Services Intergovernmental Agreement
G. Multnomah County Intergovernmental Agreement for Dental Services
H. Intergovernmental Agreement with the Tax Supervising and Conservation Commission
I. Resolutions
    i. Resolution 2022-2023-003 National Principals Month
    ii. Resolution 2022-2023-004 Indigenous Peoples' Day
    iii. Resolution 2022-2023-005 National Bullying Prevention Month and National Coming Out Day
    iv. Resolution 2022-2023-006 National School Lunch Week
    v. Resolution 2022-2022-007 National School Custodian Day

Staff Recommendation:

Staff recommends the Board approve all Consent Agenda items as presented.

Motion:

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

Reynolds School District
Board of Education Business Meeting

August 24, 2022
7:00 PM
Wood Village City Hall
24200 NE Halsey
Wood Village, Oregon 97060

Attendance Taken at 7:00 PM. Spencer Chao: Absent, Yesenia Delgado: Absent, Ana Gonzalez Muñoz: Present, Francisco Ibarra: Present, Aaron Muñoz: Present, Michael Reyes: Present, Cayle Tern: Absent.

I. 6:00p - Executive Session

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

II. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the August 24, 2022 Business Meeting to order at 7:07p.

A. Roll Call

- Directors Yesenia Delgado, Spencer Chao, and Cayle Tern are absent from tonight's meeting.

B. Consider Approval of the August 24, 2022 Agenda

I move that the Board approve the August 24, 2022 agenda as presented. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

Yea: 7, Nay: 0

C. Pledge of Allegiance

D. Land Acknowledgement

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

III. 7:10p - Board Recognition

A. Resolution 2022-2023-002 Hispanic / Latinx Heritage Month

- Chair Ana Gonzalez Muñoz read Resolution 2022-2023-002 into the record.
- The Board will now use "Latinos" instead of "Latinx" until they do some community research.

IV. 7:15p - Public to be Heard

Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.

V. 7:30p - Bargaining Group Updates

VI. 7:45p - Presentation to the Board

A. Student Outcomes Governance Model Board Self-Evaluation

B. Oregon English Language Learner (ELL) Report from Oregon Department of Education (ELD)

- Making sure English Language Learners and students with disabilities are identified correctly.
- Reynolds is on both lists of having the highest percentage and highest numbers of English Language Learners. But we did not have any students graduate with a biliteracy seal.
- How are English Learners served in the TAG program?

C. Policy Updates First Reading: Section J (Students) and ECACA (Radio Frequency Identification Device)

VII. 8:45p - Superintendent's Reports

A. Announcements/Reports: Student Outcome Superintendent Goal Performance Measures and Guardrails

B. Marginalized Students: Board Appointed Equity Committee Process - Dr. Christopher Ortiz and Gustavo Olvera

C. Communications Report

D. Financial Report

VIII. 9:15p - Consent Agenda

- Resolution 2022-2023-022: the Board directed the district to use the term "Latinx." Chair Ana Gonzalez Muñoz would like to return to using "Latino" until we hear from our community. The Board agrees.
- IGA with David Douglas: It is more cost effective for the district to contract out for assessments.
- Four Corners: MESD gave up their lease on the building so we are repurposing the building for Student and Family Services

I move that the Board approve all Consent Agenda items as presented. This motion, made by Aaron Muñoz and seconded by Francisco Ibarra, Passed.

Yea: 4, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Resolution 2022-2023-022 Hispanic / Latinx Heritage Month

D. Authorization to Spend in Excess of $500,000 for Nutrition Supplies

E. Intergovernmental Agreement with David Douglas School District for Early Intervention/Early Childhood Special Education Services (EI/ECSD) Evaluations for School Year 22-23

F. Intergovernmental Agreement (IGA) between David Douglas School District and Reynolds School District for Rosemary Anderson and Open School

G. Intergovernmental Agreement (IGA) with Vancouver School District for Custodial Supplies

H. Alternative Education Program List

I. Metro East Web Academy MOU

J. ESSER Authorization to Spend: Track Resurfacing, Four Corners Offices, Edgefield Building H

K. Field Trips

i. RLA Trading-Up Field Trip to Salem and Eugene for Marathon Coach and IBEW

ii. RLA Trading Up Trip to Warrenton/Astoria, West Coast Marine Manufacturing, and Columbia Wire Works

iii. RHS Cheer Trip to Salem

IX. 9:20p - Action Items

A. MOU on Summer School Attendance Bonus for REA

I move that the Board approve the Summer School MOU between REA and RSD, which will serve as the protocol for licensed employees to work onsite and support the summer school program. This motion, made by Michael Reyes and seconded by Aaron Muñoz, Passed.

Yea: 4, Nay: 0

B. Potential Executive Session Action

I move that the Board affirm the termination decision discussed in Executive Session. This motion, made by Francisco Ibarra and seconded by Aaron Muñoz, Passed.

Yea: 4, Nay: 0

X. 9:25p - Board Reports / Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

XI. 9:30p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the August 24, 2022 Business Meeting at 9:14p.

Reynolds School District
Board of Education Work Session

September 14, 2022
7:00 PM
Wood Village City Hall
24200 NE Halsey
Wood Village, Oregon 97060

Attendance Taken at 9:19 PM. Spencer Chao: Present, Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, Francisco Ibarra: Absent, Aaron Muñoz: Present, Michael Reyes: Present, Cayle Tern: Present.

I. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the September 14, 2022 Work Session to order at 7:02p.
- Vice Chair Aaron Muñoz read the land acknowledgment into the record.

A. Roll Call

B. Land Acknowledgement

II. 7:05p - Public to be Heard

III. 7:15p - NSPRA Communication Audit Report

What should we focus on first?

1. Strategic Communications Plan
2. Develop Internal Communications
3. Key Communicators

IV. 8:00p - Policy Update Review

V. 8:15p - Action Item: Updated Academic Calendar for Reynolds High School

VI. 8:20p - Adjourn

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

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **ODE Education Staff Retention and Recruitment Grant**

Policy: Revenues from Private, State, and Federal Sources – DE/DEB/DEC

Date: September 28, 2021

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:
To support the retention and recruitment of K-12 educators and other support personnel in schools across Oregon, ODE will grant funds to Reynolds School District. The intent of these grant funds is to use them for strategies to address high need specialties and workforce shortage areas for both classified and licensed staff; build on existing efforts which address root causes of workforce attrition while responding to urgent needs; and diversify the workforce, as well as ensure every educator and staff member can meet the academic and well-being needs of students from historically and persistently underserved groups.

Previous Board Action:
The Board has approved grants with ODE in the past.

Background:
Not Applicable

Financial Implications:
In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to $1,333,542.00 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Education Staff Retention and Recruitment Grants ("Funding Source").

Alternatives:
The Board could choose not to accept the grant funding.

Staff Recommendation:
Staff recommends that the Board accept the Education Staff Retention and Recruitment Grant from ODE as presented.

Motion:

A. Motion Made by Board Member:
    a. Staff recommends that the Board accept the Education Staff Retention and Recruitment Grant from ODE as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

STATE OF OREGON
GRANT AGREEMENT

Grant No. 22733

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education ("Agency") and Reynolds SD 7 ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Pursuant to HB 4030 (2022), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

To support the retention and recruitment of K-12 educators and other support personnel in schools across Oregon. The intent of these grant funds is to use them for strategies to address high need specialties and workforce shortage areas for both classified and licensed staff; build on existing efforts which address root causes of workforce attrition while responding to urgent needs; and diversify the workforce, as well as ensure every educator and staff member can meet the academic and well-being needs of students from historically and persistently underserved groups.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of April 15, 2022 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Michael S. Elliott
255 Capitol St NE, Salem, OR 97310
Phone: 503-947-5627
Michael.s.elliott@ode.oregon.gov

4.2 Grantee's Grant Manager is:

Dr. Danna Diaz

Reynolds SD 7
ddiaz@rsd7.net

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to $1,333,542.00 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Education Staff Retention and Recruitment Grants ("Funding Source").

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

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

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

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

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is School District duly organized and validly existing;

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

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

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

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the

Project or the ability of Grantee to carry out the Project.

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

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

SECTION 9: OWNERSHIP

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

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

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

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency's behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may,

in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").

10.2 **Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

10.3 **Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

10.4 **Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

10.5 **Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to

a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

11.1 **Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

11.2 **Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

11.3 **Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

12.1 **Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

12.2 **Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to

insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

15.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

15.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee,

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

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

SECTION 16: REMEDIES

16.1 **Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 **Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;

17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;

17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations,

allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 **Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 **Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 **Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

19.7 **Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

19.8 **Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

19.9 **Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

19.10 **Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

19.11 **Subgrants.** Grantee may not, without Agency's prior written consent, enter into any subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

19.12 **Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

19.13 **Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 **Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 **Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Insurance)

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

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and

that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Education

By: _____ _____

Philip Hofmann — Date

Procurement and Contracts Specialist

Reynolds SD 7

By: _____ _____

Authorized Signature — Date

_____ _____

Printed Name — Title

_____

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047 – email approval on file

By: Gretchen Gunn Merrill, Senior Assistant Attorney General — June 23, 2022

Date

EXHIBIT A
THE PROJECT

SECTION I. BACKGROUND AND GOALS

Section 7 of HB 4030 provides $78,127,971.00 in grants to support retention and recruitment of education personnel across Oregon. The legislative and executive intent for the funds is to use them for strategies identified and prioritized through involvement of school personnel to:

- Address high need specialties and workforce shortage areas for both classified and licensed staff, including non-instructional staff;
- Build on existing efforts which address root causes of workforce attrition while responding to urgent needs; and
- Diversify the workforce, as well as ensure every educator and staff member can meet the academic and well-being needs of students, particularly students from historically and persistently underserved groups.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

Upon receipt of a fully executed grant agreement, the Grantee may claim up to 85% of their awarded grant funds.

Upon the completion of all final reporting requirements, the remaining 15% of funds may be claimed. If a district fails to provide the required final reporting, then all grant funds will be required to be returned to the Agency.

All funds will be distributed through ODE's Electronic Grant Management System (EGMS).

April 15, 2022:	Grant start date.
June 30, 2023:	Grant end date. All goods and services bought with grant funds must be received.
July 31, 2023:	Last day to claim funds from ODE in EGMS.

The Grantee shall expend the funds in alignment with the categories listed below and demonstrate the use of an equity lens in making budget decisions. The Grantee shall select the category/categories based on the local needs as informed by personnel needs and analysis of local workforce data. More information on these categories can be found in the Grant Parameters document at https://www.oregon.gov/ode/schools-and-districts/grants/Documents/Education%20Staff%20Retention%20Grant/Education%20Staff%20Retention%20Grant%20Parameters%204.20.22.pdf.

1. Data collection and root cause analysis
2. Reducing persistent local workforce shortages
3. Supportive working conditions
4. Local or regional career pathways
5. Education pre-service and in-service training
6. New staff support
7. School-level structural conditions

Grantee shall expend funds to implement the plan submitted to and approved by ODE in the grant application. Grantee must get prior approval from ODE if the grantee needs to create a new plan due to unforeseen circumstances.

Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect or administrative costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

SECTION III. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the "Content"), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, "Mandatory Standard"):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: http://wave.webaim.org/extension/
- Content to be posted on the web must be checked and made compliant using the tool available at https://www.webaccessibility.com/
- PDF files must comply with: http://webaim.org/techniques/acrobat/
- Word files must comply with: http://webaim.org/techniques/word/
- PPT files must comply with: http://webaim.org/techniques/powerpoint/
- Excel files must comply with: https://webaim.org/techniques/excel/

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the web or application to validate the Content meets the Mandatory Standards, including a manual validation review of the Content against the current W3 Checklist for Web

Content Accessibility (link included for reference: https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

The Grantee shall submit a final report with a narrative portion explaining how funds were used in support of their identified strategies. The report will also require some quantitative data from the district, including:

- How many and what types of school personnel were directly impacted through the grant funding; and
- Measurable impacts of the grant funding, such as improved retention rates for certain personnel groups, reduced substitute shortages, or increased job satisfaction among personnel.

Additionally, the Grantee shall provide a financial report of how the funds were spent. The Agency will provide the Grantee with templates for both of these reports. All reports shall be submitted electronically to the Agency using the required templates.

September 1, 2022:	Report templates and requirements posted.
May 1, 2023:	Final narrative and financial reports due to ODE. Please submit to the Agency's Grant Manager at
May 1 – June 30, 2023:	Final reports reviewed and approved by ODE. Grantees submit final claims of remaining funds upon receipt of reports' approval.

SECTION V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS. Upon receipt of a fully executed grant agreement, the Agency will provide an initial disbursement of Grant Funds up to 85% of the award amount. The remaining 15% of funds will be released upon the completion of all final reporting requirements. The final disbursements will be only for reimbursement of moneys expended or contractually committed by Grantee for the Project.

With the final request for disbursement, Grantee must submit an expenditure report via email to Agency's Grant Manager identified in Section 4.

EXHIBIT B
INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

☒ **Required** ☐ **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Annual aggregate limit may not be less than $2,000,000.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

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

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than $1,000,000 per claim. Annual aggregate limit may not be less than $2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

☐ **Required** ☒ **Not required**

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than $_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

☐ **Required** ☒ **Not required**

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than $_____. Annual aggregate limit may not be less than $_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

☐ **Required** ☒ **Not required**

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than $_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☐ **Required** ☒ **Not required**

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than $_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☒ **Required** ☐ **Not required**

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

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

(i) Grantee 's completion and Agency's acceptance of all Services required under the Grant, or
(ii) Agency or Grantee termination of the Grant, or
(iii) The expiration of all warranty periods provided under the Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

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

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

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

Subject: **Section J (Students) and ECACA– Second Reading**

Policy: Adoption and Revision of Policies – BFC

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☐ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

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

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

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

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

Financial Implications:
Not Applicable

Alternatives:
The alternative is to retain the current board policies.

Staff Recommendation:
Staff recommends adoption of the revised policies.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve and adopt the revised policies as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Code: JHCD/JHCDA
Adopted: 6/13/18
Orig. Code: JHCD/JHCDA

Medications**

*(**added language 8/17/22)*

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to themself, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis[1], or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to themself prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

The district shall designate personnel authorized to administer medications to students. Annual training~~Training~~ shall be provided to designated personnel as required by law in accordance with guidelines approved by the Oregon Department of Education (ODE).

A current first-aid and CPR card is required for designated personnel.

When a licensed health care professional is not immediately available, trained personnel designated by the district may administer ~~to a student,~~ epinephrine, glucagon or another medication to a student as prescribed and/or allowed by Oregon law.

The district reserves the right to reject a request for administration of medication at school, either by district personnel ~~to administer, or to permit a~~ student self-administration, if the~~to administer to themself, a medication when such~~ medication is not necessary for the student to remain in school.

The superintendent and/or designee will require that an individualized health care plan and allergy plan is developed for every student with a known life-threatening allergy or a need to manage asthma, and an individualized health care plan for every student for whom the district has been given proper notice of a diagnosis of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity.

A student may be allowed to self-administer a medication for asthma, diabetes, hypoglycemia or severe allergies as prescribed by an Oregon licensed health care professional, upon written and signed request of the parent or guardian and subject to age-appropriate guidelines. This self-administration provision also requires a written and signed confirmation the student has been instructed by the Oregon licensed health care professional on the proper use of and responsibilities for the prescribed medication. A request to the

[1] Under proper notice given to the district by a student or student's parent or guardian.

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber[2].

A request to the district to administer or allow a student to self-administer ~~prescription medication or a~~ nonprescription ~~medication~~ that is not approved by the Food and Drug Administration (FDA) shall include a written order~~signed prescription and treatment plan~~ from the student's~~a~~ prescriber that meets the requirements of law[3] ~~or an Oregon licensed health care professional~~.

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law[4], is required and will be kept on file.

If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

Prescription and nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district administrative regulations governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a backup~~back-up~~ prescribed autoinjectable epinephrine is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person~~a staff member~~ believes~~,~~ in good faith~~,~~ is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

**Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an overdose of an opioid drug.

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

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[2] A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

~~[3] A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.~~

[4] Subject to ORS 109.610, 109.640 and 109.675.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration, in good faith and pursuant to state law, of prescription and/or nonprescription medication. ~~, subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, as described in Oregon Revised Statute (ORS) 339.866, if~~when~~ that person in good faith and pursuant to state law, assisted the student in self-administration of the medication~~, subject to state law~~.

A school administrator, school nurse, teacher or other district employee designated by the school administration is not liable in a criminal action or for civil damages as a result of the use of medication if~~,~~ ~~when~~ that person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, **or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who that person believes in good faith is experiencing an overdose of an opioid drug.~~who is unable to self-administer the medication, subject to state law.~~

The district and the members of the Board are not liable in a criminal action or for civil damages as a result of the use of ~~when a student or individual is unable to self-administer~~ medication if~~, when~~ any person in good faith, on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district, administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, **or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who the person believes in good faith is experiencing an overdose of an opioid drug.~~, subject to state law.~~

The superintendent shall develop administrative regulations as needed to meet the requirements of law~~,~~ ~~Oregon Administrative Rules~~ and the implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS 109.610
ORS 109.640
ORS 109.675
ORS 332.107
ORS 339.866 - 339.871
ORS 433.800 - 433.830
ORS 475.005 - 475.285

OAR 166-400-0010(17)
OAR 166-400-0060(29)
OAR 333-055-0000 -055-0115
OAR 581-021-0037
OAR 581-022-2220
OAR 851-047-0030
OAR 851-047-0040

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

Corrected 8/08/22; Corrected **8/17/22

Code: JHCD/JHCDA-AR
Revised/Reviewed: 1/04/07; 6/09/10; 2/12/14; 4/08/15; 6/08/16; 6/13/18
Orig. Code: JHCD-AR

Medications**

*(**added 8/17/22)*

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated personnel, or may be permitted to administer prescription or nonprescription medication to themself.

1. Definitions

   a. "Medication" means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies. **Medication also includes naloxone or any similar medication that is in any form available for the safe administration and that is designed to rapidly reverse an overdose of an opioid drug.

   b. "Prescription medication" means any medication that under federal or state law requires a prescription by~~from~~ a prescriber.

   c. "Nonprescription medication" means medication that under federal law does not require a prescription from a prescriber.

   d. "Adrenal crisis" means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.

   e. "Adrenal insufficiency" means adrenal insufficiency as defined in ORS 433.800.

   f. "Notice of a diagnosis of adrenal insufficiency" means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student's primary care provider that includes the student's diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.

   g. "Prescriber[1]" means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state~~State~~ of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the state~~State~~ of Oregon, an optometrist licensed by the Board of Optometry for the state~~State~~ of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

[1] A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

h. "Qualified trainer" means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

i. "Severe allergy" means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.

j. "Asthma" means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.

k. "Designated personnel" means the school personnel ~~is~~ designated to administer medication pursuant to district policy and procedure.

2. Designated Staff~~Personnel~~/Training

a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program~~programs~~ on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.

b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.

c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life -threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.

d. A copy of the district's policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.

e. A statement that the ~~Documentation of training signed by the~~ designated personnel has received~~and~~ the required training ~~trainer~~ will be filed in the district~~school~~ office.

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person believes~~personnel believe,~~ in good faith~~,~~ is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. **Administering Naloxone or Other Similar Medication to a Student or Other Individual

Naloxone or any other similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an opioid overdose.

5. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from a school or a school-sponsored activity, may be treated by designated personnel and shall be subject to the following:

a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal will designate one or more school personnel to be responsible for administering the medication to treat adrenal insufficiency;
b. The designated personnel will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health Authority~~authority~~;
c. The student or the student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;

   The district will require the development of an individualized health care plan for the student that includes protocols for preventing exposures to allergens, and establishes if or when a student may self-carry prescription medication when the student has not been approved to self-administer medication;
d. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

6. Administering Medication to a Student

   a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:

      (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:

         (a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
         (b) The written instruction from the prescriber for the administration of the medication to the student that includes:

            (i) Name of the student;
            (ii) Name of the medication;
            (iii) Method of administration;
            (iv) Dosage;

(v) Frequency of administration;
(vi) Other special instructions from the prescriber, if any; and
(vii) Signature of the prescriber.

The prescription label prepared by a pharmacist at the direction of the prescriber, will be considered to meet this requirement if it contains the information listed in (i)-(vi) above.

(2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:

(a) The nonprescription medication is necessary for the student to remain in school;
(b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
(c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Method of administration;
(iv) Dosage;
(v) Frequency of administration;
(vi) Other special instructions~~instruction~~, if any; and
(vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

(d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may

self-carry prescription medication if the student has not been approved to self-administer medication;

c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;

d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;

e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;

f. Any error in administration of a medication will be reported to the ~~school nurse and~~ parent or guardian immediately, except where a student is allowed to seek medical care without parental consent, and documentation will~~. Documentation shall~~ be made on the district's Accident/Incident Report form. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;~~.~~

g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

7. Administration of Medication by a Student to Themself

a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themself without assistance from designated personnel and is subject to the following:

(1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:

(a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;

(b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program~~programs~~ on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment~~acknowledgement~~ that the student has been instructed in the correct and responsible use of the prescribed medication;

(c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.

(2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;
(b) The student's name affixed to the manufacturer's original container; and
(c) The permission to self-administer medication from a building administrator.

(3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
(b) A written order from the student's prescriber that includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. The student may have in their~~his/her~~ possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup~~back up~~ medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;~~.~~
e. Upon written request from a parent or guardian, and with a prescribero's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;~~.~~
f. A student shall not administer medication to themself until the necessary permission form and written instructions have been submitted as required by the district;~~.~~
g. Permission for a student to administer medication to themself may be revoked if the student violates the Board~~board~~ policy and/or this administrative regulation;~~.~~
h. A student may be subject to discipline, up to and including expulsion, as appropriate;~~.~~
i. A student permitted to administer medication to themself may be monitored by designated personnel to monitor the student's response to the medication.

8. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students

a. Medication administered by designated personnel to a student or self -administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.

b. Medication ~~All medication~~ in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant~~anti-convulsant~~, narcotic analgesic or psychotropic medication will~~shall be stored in the locked cabinet in the health office. It shall~~ be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal ~~and school nurse~~ immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.

c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.

d. Medication will be secured as follows:

(1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box used solely for the storage of medication;

(2) Medications requiring refrigeration will be stored in a ~~separate refrigerator used solely for the storage of medication~~locked box in a refrigerator;

(3) Access to medication storage keys will be limited to the principal and designated personnel.

e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.~~;~~

f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

9. Emergency Response

a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian, school nurse and principal will be notified immediately.

b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately~~and school nurse~~, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.

c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

10. Disposal of Medications

a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a nonrecoverable~~non-recoverable~~ fashion as follows:

(1) Medication will be removed from its original container and personal information will be destroyed;
(2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and
(3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and
(4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

Prescriptions will be flushed down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so.

Other medication will be disposed of in accordance with established training procedures including sharps and glass.

b. All medication will be disposed of by designated personnel in the presence of another school employee and documented as described in Section 10, below.

11. Transcribing, Recording and Record Keeping

a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:

(1) The name of the student, name of ~~the~~ medication, dosage~~, and~~ method of administration ~~of medication administered~~, date and time of administration, frequency of administration and the name of the person administering the medication;
(2) Student refusals of medication;
(3) Errors in administration of medication;
(4) Incidents of emergency and minor adverse reaction by a student to medication;
(5) Discrepancies in medication supply;
(6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the ~~school~~ staff involved.

b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate~~,~~ medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or individualized education program~~plan~~. Records will be retained in accordance with applicable provisions of OAR 166-400~~414~~-0010(17~~ (22), (23~~) and OAR 166-400-0060(29~~(24~~).

c. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their~~his/her~~ parent or guardian. Information may be shared with other staff with a legitimate educational interest in the student or others as may be authorized by the parent or guardian in writing or others as allowed under state and federal law.

Corrected 8/08/22; Corrected 8/17/22

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

Equal Educational Opportunity**

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation, gender identity[1], race[2], religion, color, national origin, disability, marital status, familial status, parental status, linguistic background, culture, socioeconomic status, capability or geographic location.

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

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

All reports, complaints or information will be investigated.

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

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

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

END OF POLICY

Legal Reference(s):

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

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

ORS 174.100
ORS 192.630
ORS 326.051
ORS 329.025
ORS 332.107
ORS 336.086
ORS 659.850
ORS 659.852
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.103 - 659A.145
ORS 659A.400
ORS 659A.403
ORS 659A.406
OAR 581-021-0045
OAR 581-021-0046
OAR 581-022-2310
OAR 839-003-0000

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

Corrected 6/01/22

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

Section 504 – Students

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

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

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

END OF POLICY

Legal Reference(s):

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

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

Corrected 6/30/22

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

Section 504 – Students

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

Definitions

1. A student is considered a "qualified individual with disabilities" under Section 504 if ~~he/she~~the student:

   a. Has a physical or mental impairment which substantially limits one or more major life activities, even when mitigating measures, such as medication, prosthetics, hearing aids, etc., ameliorate the effects of the disability (e.g., any student receiving services under the Individuals with Disabilities Act (IDEA), students with diabetes). The term does not cover students disadvantaged by cultural, environmental or economic factors;
   b. Has a record or history of such an impairment (e.g., a student with learning disabilities who has been decertified as eligible to receive special education under IDEA, a student who had cancer, a student in recovery from chemical dependencies);
   c. Is regarded as having such an impairment. A person can be found eligible under this provision if ~~he/she~~the person:

      (1) Has a physical or mental impairment that does not substantially limit a major life activity but is treated by the district as having such a limitation;
      (2) Has a physical or mental impairment that substantially limits a major life activity only as a result of the attitudes of others towards such impairment (e.g., a student who is obese); or
      (3) Has no physical or mental impairment but is treated by the district as having such an impairment (e.g., a student who tests positive with the HIV virus but has no physical effects from it).

   d. Has a qualifying disability that is episodic or in remission.

2. "Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities;

3. "Major life activities," as defined by the ADA, means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions including but not limited to functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions;

4. "Program or activity" includes all district programs and activities. The district will also ensure that contracts with those who provide services to the district, such as alternative programs, also provide students with disabilities an equal opportunity to participate in the program or activity;

5. "Potentially disabling conditions" under Section 504, if they substantially limit a major life activity, may include, but are not limited to:

    a. Attention deficit disorder (ADD);
    b. Behavior disorders;
    c. Chronic asthma and severe allergies;
    d. Physical disabilities such as spina bifida, hemophilia and conditions requiring students to use crutches;
    e. Diabetes.

District Responsibilities

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

1. Provide written assurance of nondiscrimination whenever the district receives federal money in accordance with application guidelines;

2. Designate an employee to coordinate the district's compliance efforts with Section 504;

3. Provide procedures to resolve student, parent and employee complaints of discrimination;

4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district's policy of compliance with Section 504 prohibiting nondiscrimination in admission or access to or treatment or employment in district programs or activities. District aids, benefits and services will afford students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities, in the most integrated setting appropriate to the student's needs. Notice will specify the employee designated by the district to coordinate the district's Section 504 compliance efforts;

5. Annually identify and locate Section 504 qualified students with disabilities in the district who qualify for services;

6. Annually notify students with disabilities and their parents or guardians of the district's responsibilities under Section 504;

7. Provide parents or guardians with procedural safeguards:

    a. Notice of their rights under Section 504, including the right to request an impartial hearing as provided by OAR 581-015-0109;

b. An opportunity to review relevant records.

Transportation

1. If the district proposes to terminate transportation services for a student who qualifies for services under Section 504, the district will first determine the relationship between the student's behavior and ~~his/her~~their disability and provide the parent with notice of ~~his/her~~their rights.

2. If the district places a student in a program not operated by the district, the district will ensure that adequate transportation to and from the program is provided at no additional cost to the parent or student than would be incurred if the student were placed in programs operated by the district.

Evaluation

1. The district will conduct an evaluation of any student who, because of a disability, needs or is believed to need accommodations or related services. Such evaluation will be completed by an evaluation team comprised of a group of persons knowledgeable about the student, the meaning of the evaluation data and placement options. The team will be appointed by the superintendent or designee. Such evaluation will be completed before any action is taken with respect to the initial placement of the student in a regular or special education program and any subsequent, significant change in placement.

2. Tests and other evaluation materials will:

   a. Be validated and administered by trained personnel;
   b. Tailored to assess educational need and not merely based on IQ scores;
   c. Reflect aptitude or achievement. All tests must measure what they purport to measure.

Placement

1. In interpreting evaluation data and making placement decisions, the evaluation team will:

   a. Draw upon information from a variety of sources;
   b. Ensure that all relevant information is documented and considered;
   c. Ensure that the student is educated with students without disabilities to the maximum extent possible.

Reevaluations

1. The evaluation team will periodically reevaluate all students identified as qualified to receive services under Section 504. Minimally, students will be reevaluated every three years.

2. A reevaluation will be conducted by the evaluation team whenever a significant change in placement occurs. Examples of significant changes in placement include, but are not limited to:

   a. Expulsion;
   b. Serial suspensions which exceed 10 school days in a school year. Consideration will be given to the frequency of suspensions, the length of each and their proximity to one another;
   c. Transferring or placing the student in alternative education or other such programs;
   d. Graduation;

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

Discipline

1. Before implementing a suspension or expulsion that constitutes a significant change in the placement of a student with disabilities under Section 504, the evaluation team will conduct a reevaluation of the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational placement is appropriate:

   a. If it is determined that the misconduct of the student is caused by the student's disability, the evaluation team will continue the evaluation, following the requirements of Section 504 and the ADA for evaluation and placement, to determine whether the student's current educational placement is appropriate. Due process procedures that meet the requirements of IDEA may be used to meet the procedural safeguards of law;
   b. If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.

2. When the placement of a student with disabilities under Section 504 is changed for disciplinary reasons, the student and ~~his/her~~their parents are entitled to the procedural protections as specified above. These protections include appropriate notice to parents, an opportunity for their examination of pertinent records, an impartial hearing with the participation of the parents and an opportunity for representation by counsel and a review procedure.

3. The district may take disciplinary action against a student with disabilities under Section 504 who is engaged currently in the use of alcohol or illegal drugs to the same extent that it takes disciplinary action against students not having disabilities. As provided by law, due process procedures specified above will not apply to disciplinary actions arising from the use or possession of alcohol or illegal drugs. Regularly established district due process procedures will, however, be provided.

4. Students with disabilities under Section 504 who are also covered by IDEA will be disciplined in accordance with board policy JGDA~~/JGEA~~ - Discipline of Students with Disabilities and accompanying administrative regulation.

Complaints

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

Corrected 6/30/22

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

Attendance**

Attendance~~Goals of attendance~~ requirements are to:

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

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

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

END OF POLICY

Legal Reference(s):

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

Corrected 6/01/22

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

Compulsory Attendance**

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

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

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

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

The district will develop procedures for issuing a citation.

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

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

Exemptions from~~From~~ Compulsory School Attendance

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

1. Children~~Students~~ 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~~Students~~ proving to the Board's~~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~~Students~~ who have received a high school diploma or a modified diploma.

4. Children~~Students~~ being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.

5. Children~~Student~~ being educated in the home by a parent~~, or~~ guardian or private teacher:

   a. When a student is taught or is withdrawn from a public school to be taught by a parent or private teacher, the parent or teacher must notify the Multnomah Service District (MESD) in writing within 10 days of such occurrence. In addition, when a home-schooled student moves to a new ESD, the parent shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD superintendent shall acknowledge receipt of any notification in writing within 90 ~~calendar~~ days of receipt of the notification. The ESD~~Notification must be received and acknowledged before a student~~ is to notify, at least annually,~~withdrawn from~~ school districts~~and thereafter before the start~~ of home-schooled students who reside in their district~~each school year~~;

   b. Each child~~student~~ being taught by a parent or ~~guardian or~~ private teacher shall be examined no later than August 15, following grades 3, 5, 8~~,~~ and 10:

      (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew;
      (2) If the child~~student~~ never attended ~~the~~ public or private school, the first examination shall be administered prior to the end of grade 3;
      (3) Procedures for homeschooling~~from home-schooled~~ students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029.

   c. Examinations testing each child~~student~~ shall be from the list of approved examinations from the State Board of Education;

   d. The examination must be administered by a neutral, individual qualified to administer tests on the approved list provided by the Oregon Department of Education;

   e. The person administering the examination shall score the examination and report the results to the parent. Upon request of the ESD superintendent, the parent shall submit the results of the examination to the ESD;~~.~~

   f. All costs for the test instrument, administration and scoring are the responsibility of the parent;

   g. In the event the ESD superintendent finds that the child~~student~~ is not showing satisfactory educational progress, the ESD superintendent shall provide the parent with a written statement of the reasons for the finding, based on the test results and shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.

6. Children whose sixth birthday occurred on or before September 1 immediately preceding~~proceeding~~ the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.

7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.

8. Children~~Students~~ excluded from attendance as provided by law.~~;~~

9. Children who are eligible military children[1] are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.

10. An exemption may be granted to the parent or guardian of any child~~student~~ 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, ~~or enrolled in~~ a community college or an~~another state-registered~~ alternative education program as defined in ORS 336.615.

~~11.~~ An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 ~~to~~ 419B.558.

~~**Truancy**~~ ***(See policy JEDA)***

~~"Truancy" is defined as absence from school without permission.~~

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

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

END OF POLICY

Legal Reference(s):

ORS 153.018
ORS 163.577
ORS 339.010 - 339.095
ORS 339.139
ORS 339.990
ORS 807.065
ORS 807.066
OAR 581-021-0026
OAR 581-021-0029
OAR 581-021-0076
OAR 581-021-0077

Corrected 6/01/22

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

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

Compulsory Attendance Notices and Citations**

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

1. Building Administrator

   The building administrator or designee shall:

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

2. Superintendent or Designee

   The superintendent or designee will:

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

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

(1) The student is required to attend regularly, a school full-time during the school year;
~~(2) Failure to send the student to school and to maintain the student in regular attendance is a Class C violation;~~
~~(3)~~(2) A citation for violation of compulsory attendance laws may be issued by the superintendent or designee;
~~(4)~~(3) The parent has the right to request:

(a) An evaluation to determine if the student should have an IEP,~~individualized education program (IEP),~~ if the student does not have one; or
(b) A review of the student's current IEP.

~~(5)~~(4) The parent or guardian and student are required to attend a conference with the superintendent or designee. The date, time and place of conference will be specified. This conference may not be scheduled until after an evaluation or review as described in item 4. above, if requested by the parent, has been completed;
~~(6) Failure to attend the conference or failure to send the student to school following the conference may result in the issuance of a citation.~~

3. Conference

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

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

4. Citation

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

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

c. Ensure the official representing the district will be available to present evidence of the violation at the time and date specified;
d. Determine whether the local court's interpretation of Oregon Revised Statute (ORS) 339.095~~925~~ requires the student be named as defendant. Complete form accordingly;
e. Complete Uniform Compulsory Attendance Citation and Complaint form as follows:

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

f. Maintain student attendance records in accordance with applicable education records laws.

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

*** NONENROLLMENT NOTICE ***

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

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

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

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

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

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

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

Sincerely,

Building Administrator

cc: Principal/Superintendent

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

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

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

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

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

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

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

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

Sincerely,

Building Administrator

cc: Principal/Superintendent

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

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

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

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

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

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

~~A student is required to regularly attend a full-time school. Failure to send the student to school and to maintain the student in regular attendance is a Class C violation. A citation for such compulsory attendance violations may result in a court fine.~~
You [~~did not~~may request an evaluation of your ~~student's~~ child's individualized education program (IEP) or a review of your ~~student's~~ child's current IEP.] [requested an evaluation to determine if your ~~student~~ child should have an individualized education program (IEP).] [[requested a review of an existing IEP for your ~~student~~child] and the requested evaluation or review was completed on [date].]

In accordance with law, you and your ~~student~~ child are required to attend a conference with [designated school official] on (date)_____ at (time)_____ to discuss:
1. Oregon's compulsory attendance law and your student's attendance record;
2. The reasons for your noncompliance;
3. The development of a plan for improvement;
4. Resources available to help your ~~student~~ child be successful in school, referrals to other agencies as may be needed and such alternative education information as may be required by law;
5. Any questions you may have concerning the potential consequences for continued noncompliance with Oregon's compulsory attendance law, as set forth above and as provided in Board~~board~~ student conduct and truancy policies.

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

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

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

Sincerely,

Superintendent/Designee

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

Admissions

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

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

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

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

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

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

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

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

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

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

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

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

Students who are in foster care[1] and who are placed in the district are residents of the district of origin, unless the court determines that attending in the district of residence is in the best interest of the student.

Students who are military children[2] are considered resident of the district, if the district is the district of military residence[3] for the military child. Parents of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military orders.

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

END OF POLICY

Legal Reference(s):

ORS 327.006
ORS 336.092
ORS 339.010
ORS 339.115
ORS 339.125
ORS 339.133
ORS 339.134
ORS 339.139
ORS 433.267
OAR 581-022-2220

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

Corrected 6/01/22

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

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

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

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

Admission of Resident Students

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

1. A school-age student who lives~~live~~ within the district attendance area between the ages of 5 and 19 shall be allowed to attend school without paying tuition.

2. A student~~Students~~ who turns~~turn~~ 19 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.

3. The Board~~board~~ may admit an otherwise eligible student~~students~~ who is~~have~~ not receiving special education and who has~~have~~ not yet attained 21 years of age prior to the beginning of the current school year if the student is~~they are~~ shown to be in need of additional education in order to receive a diploma or a modified diploma. This student~~These students~~ may attend school without paying tuition for the remainder of the school year.

4. The Board~~board~~ shall admit an otherwise eligible student~~students~~ who has~~have~~ not yet attained age 21 prior to the beginning of the current school year if the student is receiving special education services and:

   a. Has not yet received a regular high school diploma~~ or a modified diploma~~; or
   b. Has received a modified diploma, an extended diploma or an alternative certificate.

5. ~~A student with disabilities shall be considered a resident in which the child's parent or guardian resides under criteria identified in~~Students whose parent or guardian voluntarily placed the child outside the child's home with a public or private agency and who is living in a licensed, certified or approved substitute care program, and whose residence is established pursuant to Oregon Revised Statute (ORS) 339.134.

6. ~~Students with disabilities voluntarily placed outside the home of their parent or guardian may continue to attend the school the student was attending prior to the placement as a district resident when the student's parent or guardian and school staff can demonstrate it is in the student's best interest.~~

~~7.~~6. Students who are military children[1] are considered resident of the district, if the district is the district of military residence[2] for the military child. Parents of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military order.

~~8.~~7. The Board ~~board~~ will deny regular school admission to a student~~students~~ who has~~have~~ become a resident student~~residents~~ and who is~~are~~ under expulsion from another ~~school~~ district for reasons **other than** a weapons policy violation.

~~9.~~8. The Board~~board~~ shall deny, for at least one calendar year from the date of the expulsion, regular school admission to a student~~students~~ who has~~have~~ become a resident student ~~residents~~ and who is~~are~~ under expulsion from another ~~school~~ district for a weapons policy violation.

~~10.~~9. The Board ~~board~~ will not provide alternative programs of instruction to a student~~students~~ expelled for a weapons policy violation.

END OF POLICY

Legal Reference(s):

ORS 109.056
ORS 327.006
ORS 339.115
ORS 339.133
ORS 339.134
ORS 433.267
Senate Bill 802 (2019)
Senate Bill 905 (2019)

Corrected 6/01/22

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

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

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

Staff/Student/Parent Relations**

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

1. Receiving and inspecting their student's education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;

2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 107.101
ORS 107.102
ORS 107.106
ORS 107.154
ORS 109.056
ORS 163.245 - 163.257

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

Corrected 6/01/22

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

Admission of Nonresident Students/Interdistrict Transfers

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

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

1. By written consent of affected school boards (interdistrict transfer);

2. An ~~foreign~~ exchange student attending a district school on a Board approved Exchange Program;

3. A court placement~~order~~.

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

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

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

Interdistrict applications will be approved through graduation.

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

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

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

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

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

Applications Accepted:	Notification to Parents/Guardians:
May 1 - June 15	By July 20

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

November 15 - December 31

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

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

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

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

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

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

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

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

1. Graduates from high school;

2. Is no longer required to be admitted to the school district under ORS 339.115;

3. Enrolls in a school in a different district; or

4. The transfer is revoked due to failure to maintain minimum standards of attendance or behavior, defined as:

   a. Attendance below 90 percent in a grading period~~,~~; and/or
   b. Any behavior that results in suspension or expulsion~~,~~; and/or
   c. Repeated violations of the district or school student code of conduct.

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

Corrected 6/01/22

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

Mutual Agreement - "Resident Pupil"**

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

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

Resident District

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

Attending District

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

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

Resident District

_____ _____
Superintendent or designee Date

Attending District

_____ _____
Superintendent or designee Date

_____ _____
Parent/Guardian Date

Reviewed 6/01/22

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

Request for Nonresident Student Admission – Open Enrollment

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

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

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

Grade Level in 20__ - 20 ___	**Home School**

SCHOOL REQUESTING: Please ✓ one — Transportation will be limited to the current bus routes within our district boundaries.

ELEMENTARY SCHOOL		MIDDLE SCHOOL	HIGH SCHOOL
□ Alder	□ Salish	□ H.B. Lee Middle	□ Reynolds High
□ Davis	□ Sweetbriar	□ Reynolds Middle	□ Reynolds Learning Academy West
□ Fairview	□ Troutdale	□ Walt Morey Middle	
□ Glenfair	□ Wilkes		
□ Hartley	□ Woodland		
□ Margaret Scott			

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

_____ _____
Parent/Guardian Signature — Date

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

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

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

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

Phone: 503.661.7200
Fax: 503.667.6932

Final Results
□ Open Enrollment Granted □ No Availability □ Wait List □ Lottery Number _____
Authorizing Signature _____ Date _____

Reviewed 6/01/22

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

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

Request for Nonresident Student Admission – Interdistrict Transfer

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

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

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

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

Open APRIL 2ND – SEPTEMBER 3RD

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

_____
Parent/Guardian Signature Date

Final Action of Reynolds School District			
Authorizing Signature _____	Approved □	Denied □	Date _____
Appeal _____	Approved □	Denied □	Date _____

Transportation is not provided for approved transfers.

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

_____
Parent/Guardian Signature Date

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

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

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

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

Phone: 503.661.7200
Fax: 503.667.6932

Corrected 6/01/22

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

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

Request for Nonresident Student Admission – Interdistrict Transfer

Mid-Year Move Form

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

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

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

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

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

_____ _____
Parent/Guardian Signature Date

OPEN SEPTEMBER 4TH – JUNE 10TH

Authorizing Signature_____	Approved □	Denied □	Date _____
Appeal _____	Approved □	Denied □	Date _____

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

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

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

Phone: 503.661.7200
Fax: 503.667.6932

Corrected 6/01/22

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

Request for Nonresident Student Admission – Tuition Students

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

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

Grade Level in 20___-20___	**Requesting School**	**Requesting District**	

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

OPEN YEAR ROUND
Is your student currently under expulsion? □ **Yes** □ **No**
If yes, what was the reason? _____

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

_____
Parent/Guardian Signature Date

Final Action of Reynolds School District

Authorizing Signature _____ Approved □ Denied □ Date _____

Appeal _____ Approved □ Denied □ Date _____

Final Action of Nonresident District (OPTIONAL)

Authorizing Signature _____ Date _____

□ Approved □ Denied

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

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

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

Phone: 503.661.7200
Fax: 503.667.6932

Corrected 6/01/22

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

Admission of Exchange Students

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

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 339.133 ORS 433.267 OAR 581-022-2000

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

Corrected 6/22/22

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

Admission of ~~Foreign~~ Exchange Students

Prerequisites

1. State department guidelines stipulate that a group-sponsored student must obtain school approval and family placement before leaving their~~his/her~~ home country.

2. Exchange~~Foreign~~ students attending district schools through group-sponsored exchange programs must obtain a ~~"~~J-1~~"~~ Visa from the U.S. Citizenship and ~~Department of~~ Immigration Services~~and Naturalization Service~~ which they must show upon registration. Approved group-sponsored exchange programs are those designated by the United States Information Agency and officially recognized by the ~~b~~Board. ~~Foreign~~ Exchange students on a J-1 Visa are not required to pay tuition.

3. Exchange~~Foreign~~ students attending district schools through private sponsorship must obtain an ~~"~~F-1~~"~~ Visa and prior approval required by the U.S. Citizenship and Immigration Services.~~and Naturalization Service.~~ Pursuant to federal law, exchange~~foreign~~ students on an ~~"~~F-1~~"~~ Visa may only attend secondary schools within the district and are required by law to pay the district's established tuition rate for the period of attendance. The period of attendance may not exceed 12 months.

4. The student or sponsoring organization will provide all dues and fees.

Program Guidelines

1. The principal may limit the number of exchange students from ~~foreign~~ other countries in a given year.

2. Candidates will be accepted from ~~foreign~~ exchange programs at the discretion of the building administrator.

3. Students may be accepted from short-term programs at the discretion of the building administrator.

4. All potential organizations or individuals will obtain approval from the high school administrator by July 1 for the coming school year. Applications may not be accepted after July 1.

5. The high school administration reserves the right to terminate attendance if the student does not comply with the high school academic/behavioral standards that apply to that student.

6. Counselors will review an appropriate course of study and will recommend appropriate course of study and will recommended appropriate classes and grade level placement. An ~~foreign~~ exchange student enrolled in the 12th grade will receive~~d~~ an honorary Reynolds High School diploma, unless ~~his/her~~their prescribed course of study includes completion of requirements for a standard diploma. All full-year students may participate in graduation ceremonies regardless of diploma received.

Corrected 6/22/22

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

Intradistrict Transfer Students

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.133 OAR 581-021-0045

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

Corrected 6/22/22

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

Intradistrict ("Area Exception") Transfers

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

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

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

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

November 15 - December 31

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

1. Those recommended by school administrators and superintendent or designee due to special circumstances, i.e. students who are victims of a violent criminal offense occurring in or on the grounds of the school the student attends, academic, program, social, or facility needs.

2. Students coming from another district school that is identified as persistently dangerous by the Oregon Department of Education, and

3. Students from a district Title I school that has been identified under the Every Student Succeeds Act as in need of improvement, corrective action or restructuring, with priority to the lowest achieving students who are economically disadvantaged, as required by law.

4. Students who will have a sibling currently enrolled at the requested school and submit their transfer request prior to the May lottery.

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

1. A request is submitted outside of the established transfer windows; or

2. The request is for a transfer that has previously been denied for the current school year at the requested building due to attendance, behavior or academic issues.

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

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

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

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

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

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

1. Overcrowding at the requested building;

2. Fails to maintain minimum standards of attendance, behavior, or academics:

    a. Attendance below 90 percent in a grading period or failure to maintain appropriate pick-up time, and/or
    b. Any behavior that results in suspension or expulsion, and/or
    c. Repeated violations of the school or district student code of conduct.

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

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

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

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

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

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

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

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

Corrected 6/22/22

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

Homeless Students

Homeless students in the district will have access to the education and other services needed to ensure that an opportunity is available to meet the same academic achievement standards to which all students are held.

A liaison for students in homeless situations will be designated by the district to carry out duties as required by law.

The district will ensure that homeless students are not stigmatized nor segregated on the basis of their status as homeless. A homeless student will be admitted, in accordance with the student's best interest, to the student's school of origin or enroll the student in a district school in the attendance area in which the homeless student is actually living, unless contrary to the request of the parent or unaccompanied student. Transportation will[1] be provided in accordance with law.

The superintendent will develop administrative regulations to remove barriers to access and participation by homeless students.

END OF POLICY

Legal Reference(s):

ORS 109.056
ORS 327.006
ORS 339.115(7)
ORS 339.133
ORS 433.267

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 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Corrected 6/22/22

[1] McKinney-Vento Homeless Assistance Act (see 42 U.S.C. 11432(g)(1)(J)(iii)).

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

Homeless Students Procedures**

Definitions

1. "Enrollment" means attending classes and participating fully in school activities.

2. "School of origin" means the school that a student attended when permanently housed or the school in which the student was last enrolled.

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

3. "Homeless student" means individuals who lack a fixed, regular and adequate nighttime residence and includes:

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

4. "Unaccompanied student" includes a student not in the physical custody of a parent or guardian.

Assignment to School

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

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

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

2. Provide a written explanation, including a statement regarding the right to appeal, if the district sends a homeless student to a school other than the school of origin or a school requested by the parent or guardian;

3. Ensure that the district's liaison helps with placement or enrollment decisions for an unaccompanied student and considers the request of the student, and provides a notice of the right to appeal on placement and enrollment decisions.

Enrollment

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

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

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

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

Records

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

Enrollment Disputes

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

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

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

Services

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

1. Transportation services;

2. Education services for which the student is eligible, such as:

    a. Title IA~~I~~[1];
    b. Special education;
    c. Programs for English Learners;
    d. Career and technical education;
    e. Talented and gifted programs.

3. School nutrition programs.

Coordination

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

District Liaison

The district's liaison shall ensure that:

1. Homeless students are identified;

2. Homeless students enroll in and have a full and equal opportunity to succeed in district schools;

3. Homeless families and students have access to and receive educational services through Head Start, Early Intervention and preschool services;

4. Homeless families and students receive educational services for which they are eligible, and referrals to health care services, dental services, mental health service and other appropriate services;

5. Parents of homeless students are informed of the educational and related opportunities available to the students and are provided with meaningful opportunities to participate in the education of their students;

6. Public notice of the educational rights of homeless students is distributed where such students receive services (e.g., schools, shelters, public libraries and soup kitchens);

7. Enrollment disputes are mediated through the McKinney-Vento Act dispute resolution procedures;

8. The parents of homeless students, or any unaccompanied student, is fully informed of all transportation services, including transportation to the school of origin, and is assisted in accessing transportation to the school selected;

[1] All homeless students are automatically eligible for Title IA~~I~~ services, regardless of their current academic performance.

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

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

Corrected 6/22/22

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

Transcript Evaluation

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

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

The superintendent will develop administrative regulations to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 326.565

OAR 581-021-0210
OAR 581-021-0220

OAR 581-022-2025

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

Corrected 6/22/22

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

Transcript Evaluation Procedures

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

Awarding of Credits

1. Students, including dependents of an active duty or deployed member in the uniformed service of the United States, transferring from a standard Oregon public school, ~~or~~ another state's standard school~~,~~ or a Department of Defense Education Activity (DoDEA) school, will receive credit for previously completed courses and attendance on the same basis credit and attendance are accepted for such courses completed in district schools ~~consistent with Oregon Administration Rule (OAR) 581-022-2025~~.

2. Students transferring from another district ~~district's~~ approved alternative education program or a private alternative education program registered with the Oregon Department of Education (ODE) or other state's department of education will receive credit for previously completed courses and attendance on the same basis credit and attendance are accepted for such courses completed in district schools ~~consistent with OAR 581-022-2025~~.

3. Students transferring from an alternative education program not registered as provided above, may receive credit for those courses that have the same or substantially similar course content and hours of instruction as existing district courses. ~~consistent with OAR 581-022-2025.~~

4. Students transferring from an accredited private school will receive credit for previously completed courses and attendance on the same basis credit and attendance are accepted for such courses completed in district schools ~~consistent with OAR 581-022-2025~~.

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

5. Students transferring from a nonaccredited private school may receive credit for those courses that have the same or substantially similar course content and hours of instruction as existing district courses ~~consistent with OAR 581-022-2025~~.

6. Students transferring from ~~a~~ homeschool-based courses~~course~~ under Oregon Revised Statute (ORS) 339.035, online or other distance~~distant~~ learning may receive credit for previously completed course work and attendance by:

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

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

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

Validation of Credit

1. The district may, at its discretion, require validation of credit from students transferring from nonaccredited schools and nonregistered alternative programs, by requiring that the student complete an assessment or provide equivalent portfolio/work sample evidence ~~consistent with OAR 581-022-2025~~.

2. The district may conditionally accept credit from students transferring from nonaccredited schools and nonregistered alternative programs. ~~consistent with OAR 581-022-2025.~~ Students not meeting course requirements at the four-week mark, may be required to undergo further written or oral assessment.

3. Students unable to validate credit will be scheduled/rescheduled at the appropriate grade/course level and the credit(s) in question denied.

Grade-Level Placement

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

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

Grades/GPA Academic Awards

1. Students transferring from the following programs may receive, subject to procedures established by the district, the grades/GPA value earned from the student's previous school(s), program(s) for purposes of determining a student's cumulative GPA, academic recognition and awards (e.g., Top 10, valedictorian, salutatorian, etc.):

a. Standard Oregon schools~~, and~~ other states' standardized schools or a ~~Department of Defense Education Activity (~~DoDEA school~~) schools~~;
b. Another district's approved alternative program;
c. A private alternative program registered with ODE or another state's department of education;
d. An accredited private school.

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

Appeals

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

Corrected 6/22/22

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

Interdistrict Transfer of Resident Students

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

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

1. A parent will request the release of their student by completing the appropriate district form;

2. The completed form must be submitted to the district office;

3. The superintendent~~'s~~ or designee will grant or deny the request for release according to established Board policy criteria and notify the parent in writing of the decision by the date determined (See Board administrative regulation JECB – Admission of Nonresident Students/Interdistrict Transfers);

4. If the release is granted by mutual consent of the resident and nonresident districts, the resident district will make necessary arrangements for the transfer of the student's education records;

5. If the request for release is denied, parents will be notified in writing of the reason for denial and the right to appeal the decision to the superintendent by sending a ~~written~~ request to the superintendent or designee within 30 calendar days;

6. The superintendent will hear the appeal;

7. A final decision will be made by the superintendent within 20 calendar days following the appeal hearing. The superintendent's decision will be communicated to the parent in writing.

Safe Public School Choice Transfer Requests

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

Record Keeping

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

Corrected 6/22/22

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

Student Absences and Excuses**

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

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

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

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

1. Illness, including mental and behavioral health of the student;

2. Illness of an immediate family member when the student's presence at home is necessary;

3. Emergency situations that require the student's absence;

4. Student is a dependent of a member of the U.S. Armed Forces[1] who is on active duty or who is called to active duty. The student may be excused for up to seven days during the school year;

5. Field trips and school-approved activities;

6. Medical (dental) appointments, e.g., physician, psychiatrist, psychologist, dentist. Confirmation of appointments may be required from the health professional;

7. Other reasons deemed appropriate by the school administrator when satisfactory arrangements have been made in advance of the absence, e.g., bereavement, educational/occupational interviews, religious instruction, emergencies.

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 109.056
ORS 332.107
ORS 339.030
ORS 339.055
ORS 339.065
ORS 339.071
ORS 339.250
ORS 339.420
OAR 581-021-0046
OAR 581-021-0050
OAR 581-023-0006(11)

Corrected 6/22/22

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

Truancy

"Truancy" is defined as absence from school without permission.

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

With these beliefs in mind, the district will develop procedures that foster a partnership with parents in early detection of truancy, related counseling and appropriate consequences[1]. These procedures will be published annually for students, staff and parents.

END OF POLICY

Legal Reference(s):

ORS 339.040 to -339.090
ORS 339.240
ORS 339.250
OAR 581-021-0050 to -0075

Corrected 6/22/22

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

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

Student Dismissal Precautions**

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

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

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

END OF POLICY

Legal Reference(s):

ORS 107.154 ORS 163.245 to -163.257 ORS 332.107

Corrected 6/22/22

Code: JEF
Adopted:

Release Time for Religious Instruction

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 339.420 ORS 659.850 OAR 581-021-0046

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

Corrected 6/22/22

PROPOSED

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

~~Open/~~Closed Campus**

~~**Campuses Closed**~~

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 6/22/22

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

Student Rights and Responsibilities**

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

Among these student rights and responsibilities are the following:

1. Civil rights — including the rights to equal educational opportunity and freedom from discrimination; the responsibility not to discriminate against others;

2. The right to attend free public schools; the responsibility to attend school regularly and to observe school rules essential for permitting others to learn at school;

3. The right to due process of law with respect to suspension, expulsion and decisions which the student believes injure their~~his/her~~ rights;

4. The right to free inquiry and expression; the responsibility to observe reasonable rules regarding these rights;

5. The right to privacy, which includes privacy with respect to the student's education records.

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

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

END OF POLICY

Legal Reference(s):

ORS 332.061
ORS 332.072
ORS 337.150
ORS 339.155
ORS 339.240
ORS 339.250
ORS 659.850
ORS 659.865
OAR 581-021-0045
OAR 581-021-0046
OAR 581-021-0050 to -0075
OAR 581-022-2310

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

Corrected 6/22/22

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

Student Conduct**

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

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

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

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

1. Assault;

2. Hazing, harassment, intimidation, bullying, menacing, cyberbullying or teen dating violence as prohibited by Board policy JFCF - Hazing~~/~~, Harassment~~/~~, Intimidation~~/~~, Bullying~~/~~, Menacing~~/~~, Cyberbullying~~/~~, Teen Dating Violence~~/~~ or Domestic Violence – Student and accompanying administrative regulation;

3. Coercion;

4. Threats of violence or harm as prohibited by Board policy JFCM - Threats of Violence;

5. Disorderly conduct;

6. Bringing, possessing, concealing or using a weapon as prohibited by Board policy JFCJ - Weapons in the Schools;

7. Vandalism, malicious mischief or theft as prohibited by Board policies ECAB - Vandalism, Malicious Mischief or Theft ~~and JFCB - Care of District Property by Students,~~ or willful damage or destruction of private or district property on district premises or at district-sponsored activities;

8. Sexual harassment as prohibited by Board policy JBA/GBN - Sexual Harassment and accompanying administrative regulation;

9. Possession, distribution or use of ~~Use of~~ tobacco products, inhalant delivery systems, alcohol, ~~or~~ drugs or other controlled substances as prohibited by Board policy(ies) JFCG/JFCH/JFCI - Use of ~~KGC/GBK - Prohibited Use, Possession, Distribution or Sale of~~ Tobacco Products, Alcohol, Drugs or Inhalant Delivery System;~~Systems, JFCH - Alcohol and JFCI - Substance/Drug Abuse;~~

10. Use or display of profane or obscene language;

11. Disruption of the school environment;

12. Open defiance of a teacher's authority, including persistent failure to comply with the lawful directions of teachers or school officials;

13. Violation of law, Board policy, administrative regulation, school or classroom rules.

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

1. Assault;

2. Manufacture or delivery of a controlled substance;

3. Sexual crimes using force, threatened use of force or against incapacitated persons;

4. Arson;

5. Robbery;

6. Hate/Bias crimes;

7. Coercion; or

8. Kidnapping.

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 339.240
ORS 339.250
ORS 659.850
OAR 581-~~021~~-0050 - 0075

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

Corrected 6/22/22

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

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

Student Attire and Appearance**

The attire of any student shall:

1. Not disrupt or interfere with the teaching/learning process;

2. Not constitute a threat to the health and/or safety of ~~his/her~~their physical well-being or of other students;

3. Be within the bounds of modesty and cleanliness.

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

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

END OF POLICY

Legal Reference(s):

ORS 339.240
ORS 339.250
OAR 581-021-0026(10)
OAR 581-021-0050 - 0075

Corrected 6/22/22

Code: JFCB
Adopted:

Care of District Property by Students**

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 30.765
ORS 339.250
ORS 339.270
OAR 581-021-0050 to -0075

Corrected 6/22/22

OLD

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

Personal Electronic Devices and Social Media**

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

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

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 336.840

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

Corrected 6/22/22

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

Personal Electronic Devices and Social Media

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

1. Personal electronic devices shall not be used in a manner that disrupts the educational process, school programs or activities, or in a manner that violates law, Board policy, administrative regulation or school rules;[1]

2. Unless as authorized in advance by the principal or designee for health or safety reasons, or in the event of an emergency situation that involves imminent physical danger, devices shall be turned on and operated only before and after the regular school day. Personal electronic devices may be used during the student's lunch break. They may not be used at any time in the proximity of any class, school activity or event that may be in session or in progress during those times;

3. Personal electronic devices, which have the capability to take photographs or record video or audio, shall not be used for such purposes while on district property or at district-sponsored events unless as expressly authorized in advance by the principal or designee;

4. The district shall not be responsible for loss, theft or damage to personal electronic devices brought to district property or district-sponsored events;

5. Personal electronic devices may be used as electronic study aids during the school day if provided as a part of a student's individualized education program~~plan~~ (IEP) or if permission is received from the student's teacher;

6. The use of personal electronic devices in any way to send or receive messages, data or information that would pose a threat to academic integrity, contribute to or constitute academic dishonesty is strictly prohibited;

7. The use of personal electronic devices in any manner that would violate the confidentiality or privacy rights of another individual is strictly prohibited;

8. Students shall comply with any additional school rules as established by the principal and classroom rules as approved by the principal concerning the appropriate use of personal electronic devices;

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

9. Personal electronic devices used in violation of law, Board policy, administrative regulation or approved school rules will be confiscated, turned in to the school office and returned to the student or parent following parent notification, conference, detention, suspension, expulsion and/or referral to law enforcement officials as appropriate;

10. Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the access is approved by a district representative.

Corrected 6/22/22

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

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

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

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

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

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

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

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

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

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

Definitions

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

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

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

1. Physically harming a student or damaging a student's property;

2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property; or

3. Creating a hostile educational environment including interfering with the psychological well -being of the student.

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

"Teen dating violence" means:

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

2. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

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

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

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

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

Reporting

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

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

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

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

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

Notification to Parents or Guardians

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

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

1. The student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying requests that notification not be provided to the student's parents or guardians.

2. The building principal or designee determines that notification is not in the best interest of the student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying; and

3. The building principal or designee informs the student that federal law may require the student's parents and guardians to have access to the student's education record, including any requests of nondisclosure (from item 1 above).

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

When notification is provided, the notification must occur:

1. Within a reasonable period of time; or

2. Promptly, for acts that caused physical harm to the student.

Training and Education

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

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

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

Notice

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

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

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

END OF POLICY

Legal Reference(s):

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

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

Corrected 6/22/22

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

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

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

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

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

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

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

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

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

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

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

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

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 Second Ave., Room 3310, Seattle, WA 98174-1099.

Documentation related to the incident may be maintained as a part of the student's education records.

Corrected 6/22/22

Code: JFCFA/GBNAA
Adopted: 3/13/13
Orig. Code: JFCFA/GBNAA

Cyberbullying

The Board, in its commitment to providing a positive and productive learning and working environment, will consult with parents/guardians, employees, volunteers, students, administrators and community representatives in developing this policy in compliance with applicable Oregon Revised Statutes. Any form of harassment using electronic devices, commonly known as "cyberbullying," by students, staff or third parties is prohibited and will not be tolerated in the district. "Cyberbullying" is the use of any electronic communication device to convey a message in any form (text, image, audio or video) that defames, intimidates, harasses or is otherwise intended to harm, insult or humiliate another in a deliberate, repeated or hostile and unwanted manner under a person's true or false identity. In addition, any communication of this form which substantially disrupts or prevents a safe and positive educational or working environment may also be considered cyberbullying. Students and staff will refrain from using personal communication devices or district property to harass or stalk another.

The district will take any report of cyberbullying seriously and will investigate credible reports promptly. Students or volunteers are encouraged to report an incident immediately to a teacher or principal, who will take appropriate action. Students or volunteers who make a report are expected, but not required, to preserve evidence of cyberbullying. For example, a student may save or bring a copy of an email, text message, picture or other electronic transmission that the student believes was intended harm, insult or humiliate. Students or volunteers may report cyberbullying anonymously. Remedial action shall not be based solely on an anonymous report.

Failure of an employee to report an act of cyberbullying to his or her immediate supervisor may be subject to remedial action, up to and including dismissal.

Students whose behavior is found to be in violation of this policy will be subject to loss of privileges, discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or Board. The district may also report individuals to law enforcement if necessary.

The district shall incorporate into existing training programs for students and staff information related to cyberbullying and the prevention of, and the appropriate response to acts of cyberbullying.

END OF POLICY

Legal Reference(s):

ORS 163.190 ORS 166.065 ORS 166.155 to-166.165

ORS 174.100(6)
ORS 332.072
ORS 332.107
ORS 339.240
ORS 339.250
ORS 339.351 to-339.364
OAR 581-021-0045
OAR 581-021-0046
OAR 581-021-0055
OAR 581-022-1140

DELETE

Corrected 6/22/22

Code: JFCG-AR
Revised/Reviewed: 6/13/18
Orig. Code: JFCG-AR

Discipline for Use, Possession, Distribution or Sale of Tobacco Products, Alcohol, Drugs or Inhalant Delivery Systems

The following guidelines will govern possession, use, distribution and sale of tobacco products or inhalant delivery systems, or violation of the district's prohibition of tobacco product or inhalant delivery system promotional items, including clothing, bags, hats and other personal items by students on district property or at school-sponsored activities.

Violation will result in the following:

1st offense - Conference with parents
2nd offense - Detention
3rd offense - In-school suspension

At any grade or offense level, as either an alternative to, or as a part of discipline, school or community service and/or attendance and successful completion of cessation and/or education classes or behavior modification plans may be assigned at the discretion of the principal or designee. Attendance at such classes not offered by the district will be voluntary and any associated costs are the sole responsibility of the student and ~~his/her~~ parent. A referral to law enforcement and/or local public health authority may be made.

Corrected 6/22/22

Code: JFCG/JFCH/JFCI
Adopted: 1/04/07
Revised/Readopted: 1/12/11; 9/09/15; 6/13/18
Orig. Code: JFCG/KGC/GBK

Prohibited Use, Possession, Distribution or Sale of Tobacco Products, Alcohol, Drugs or Inhalant Delivery Systems**

~~**Overview**~~

~~To be consistent with Oregon Law OAR 581-021-0110 and district curriculum. The board therefore establishes an environment free of tobacco, smoke, aerosols and/or vapors containing inhalants.~~

No student is permitted to use, distribute, sell or possess a tobacco product, tobacco paraphernalia, alcohol, unlawful drugs or an inhalant delivery system or product in any building, facility, or vehicle owned, leased, rented, or chartered by the school district, school, or public charter school, or on school grounds, athletic grounds, or parking lots, or at school-sponsored activities on or off district premises. ~~No student, staff member, or school visitor is permitted to smoke, inhale, dip, chew, sell or distribute tobacco products or inhalant delivery systems or products at any time, including non-school hours, in any building, facility, or vehicle owned, leased, rented, or chartered by the school district, school or public charter school, or on school grounds, athletic grounds, or parking lots, or at school-sponsored activities on or off district premises. Staff or others authorized to use any private vehicle to transport district students to school-sponsored activities are prohibited from using tobacco products and inhalant delivery system products or similar devices in those vehicles while students are under their care.~~ *(See GBK/KGC)*

Any person under age 21 possessing a tobacco product or inhalant delivery system on district property, in a district facility or while attending a district-sponsored activity is in violation of state law and is subject to a court-imposed fine.

For the purposes of this rule "tobacco product" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew, and snuff, in any form. This does not include products that are USFDA-approved for sale as a tobacco cessation product~~s~~ or for any other ~~therapy products~~therapeutic purpose, marketed and sold solely for the approved purpose.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include products that are USFDA-approved for sale as a tobacco cessation product~~s~~ or for any other ~~therapy products~~therapeutic purpose, marketed and sold solely for the approved purpose.

Advertising

Clothing, bags, hats and other personal items used ~~by staff and students~~ to display, promote or advertise tobacco products, ~~or~~ inhalant delivery systems, alcohol or unlawful drugs are prohibited on district grounds or premises, including parking lots, at school-sponsored activities or in district vehicles.

Tobacco product, alcohol, drugs or inhalant delivery system product advertising is prohibited, on all district premises, including parking lots, in all school-sponsored publications and at all school-sponsored events. District acceptance of gifts or funds from ~~the tobacco product or inhalant delivery systems~~similar product industries is ~~similarly~~ prohibited. ~~The district will not contract with other public or private alternative schools that allow student use of tobacco products or inhalant delivery systems or products on campus.~~

Any person who distributes, sells or allows to be sold, tobacco products or any substance sold for the purpose of being smoked, vaporized or aerosolized, in any form, a tobacco-burning or inhalant delivery system device, to a person under 21 years of age is in violation of state law and is subject to a court-imposed fine.

An "unlawful drug" is any drug as defined by the Controlled Substances Act including, but not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). As used in this policy, unlawful drug also means possession, use, sale or supply of prescription and nonprescription drugs in violation of Board policy and any accompanying administrative regulation.

Unlawful delivery of a controlled substance to a student or minor within 1,000 feet of district property is a Class A felony, as provided by ORS 475.904.

Student Violations

~~Student violations of this policy will lead to disciplinary action up to and including expulsion. Students may also be subject to removal from any or all extracurricular activities and/or denial or forfeiture of school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.).~~ If possession, use, distribution or sale occurred near district grounds, disciplinary action may include removal from any or all extracurricular activities and/or denial or forfeiture of any school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, senior trip, prom, etc.). If possession, use, distribution or sale occurred on district grounds, at school-sponsored activities or otherwise while the student was under the jurisdiction of the school, students will be subject to discipline up to and including expulsion.

School and/or community service may be required. A referral to law enforcement may be made if deemed appropriate. Parents shall be notified of all violations involving their student and action taken by the school. When considering disciplinary action for a student with disabilities, the district must follow the requirements of Board policy JGDA~~/JGEA~~ - Discipline of Students with Disabilities~~, including those involving functional behavioral assessment, change of placement, manifestation determination and an interim alternative educational setting~~.

~~**Staff Violations** *(See GBK/KGC)*~~

~~Staff violations of this policy will lead to disciplinary action up to and including dismissal.~~

~~Violations by others will result in appropriate sanctions as determined and imposed by the superintendent or board.~~

District Responsibility

Information about community resources and/or cessation programs to help staff and students overcome tobacco use will be provided (i.e., the Oregon Tobacco Quit Line (800-784-8669, 877-266-3863 - Spanish and 877-777-6534 - TTY), other cessation resources and positive alternatives to discipline). Cessation programs may be established at district schools. Attendance or completion of cessation programs by students may be allowed as a substitute to, or as a part of student discipline for possession, use, distribution or sale of tobacco products or inhalant delivery systems or products at the discretion of the principal. Attendance at cessation programs not offered by the district is voluntary and related costs are the individual responsibility of the ~~staff member,~~ student and ~~his/her~~ parent and private health care system.

~~As part of the district's prevention activities, the superintendent shall ensure that instructional programs as recommended by the Oregon Department of Human Services, Health Services, Tobacco Prevention and Education Program and the Oregon Department of Education, are an integral part of its drug and alcohol prevention curriculum. Programs must be integrated within the health education program and age-and developmentally-appropriate instruction provided at every level, pre-kindergarten through grade 12, with particular emphasis on grades six through eight. It is the expectation of the board that prevention concepts will be integrated into the instruction of other subject areas as practicable.~~ *(See policy IGAEB)*

~~Staff responsible for teaching prevention will be encouraged to collaborate with agencies and groups that conduct prevention education and to participate in ongoing professional development activities that provide basic knowledge about the effects of use of tobacco products or inhalant delivery systems or products effective instructional techniques and program-specific activities.~~

The superintendent or designee shall consult with local officials to promote enforcement of law that prohibits the possession of tobacco products, alcohol, unlawful drugs or inhalant delivery systems or such products by minors on or off district grounds.

~~The superintendent will develop administrative regulations as necessary to implement this policy, including provisions for notification of the district's policy, through such means as student/parent and staff handbooks, newsletters, inclusion on school event programs, signage at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.~~

~~The superintendent shall ensure that the district's prevention program, policies, curricula, training and cessation programs are evaluated at regular intervals. The input of students, staff, parents and others from the community will be encouraged.~~ *(See IGAEB)*

END OF POLICY

Legal Reference(s):

ORS 153.018
ORS 161.605
ORS 161.625
ORS 163.575
ORS 332.107
ORS 336.067
ORS 336.222
ORS 336.227
ORS 339.240
ORS 339.250
ORS 339.883
ORS 431.845

ORS 431A.175 ORS 431A.178 ORS 433.835 - 433.990 ORS Chapter 475	OAR 581-021-0050 - 0075 OAR 581-021-0110 OAR 581-022-2045 OAR 581-053-0230(9)(s) OAR 581-053-0330(1)(m)-(o)	OAR 581-053-0430(12)-(14) OAR 581-053-0531(11)-(13) OAR 581-053-0630 OAR 584-020-0040

Controlled Substances Act, 21 U.S.C. § 812 (2012); Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2017).
Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7118 (2012).

Corrected 6/22/22

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

Alcohol

(See policy JFCG/JFCH/JFCI)

Consumption, possession or sale of any alcoholic beverage on or about the school premises or at any school-sponsored activity is prohibited.

Violation of this policy may result in suspension or expulsion. Violations occurring at times other than during school hours or school activities on school property may be referred to the proper law enforcement agencies.

District administrators acting on reasonable suspicion may request that students participate in a Breathalyzer screening for alcohol at school or prior to or during a school sponsored event. If a student refuses, he/she may be subject to school discipline and or referral to law enforcement officials.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 336.067
ORS 336.222
ORS 336.227
ORS 339.240
ORS 339.250
OAR 581-021-0050 to -0075
OAR 581-021-0110
OAR 581-022-2045
OAR 581-053-0230(9)(t)
OAR 581-053-0330(1)(n),(o)
OAR 581-053-0430(13),(14)
OAR 581-053-0531(12),(13)
OAR 581-053-0630

Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2006).

Corrected 6/22/22

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

Use of Alcohol for Cooking**

The Board allows the use of alcoholic beverages in specified classes, competitions or demonstrations in grades 9-12 under the following circumstances:

1. As an ingredient in cooking or food preparations in a culinary arts class; or

2. In preparation for a culinary competition or demonstration by students.

The use of alcoholic beverages for the above purposes will be used only while students are under adult supervision.

The alcoholic beverages must be securely stored while not in use.

The parent or guardian of each student participating in a culinary project using alcoholic beverages must provide written consent for the student to use the alcoholic beverages in the project. If consent is not provided or the student chooses not to participate, the district shall allow the student to participate in an alternative project.

A district employee who provides alcoholic beverages to students as an ingredient for cooking in a culinary class, contest or demonstration will not be in violation of laws prohibiting providing alcohol to a minor.

A student in possession of an alcoholic beverage for cooking in a culinary class, contest or demonstration will not be in violation of laws prohibiting possession of alcohol by a minor.

END OF POLICY

Legal Reference(s):

ORS 336.441 ORS 471.001

Corrected 6/22/22

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

Weapons in ~~the~~ Schools**

Students shall not bring, possess, conceal or use a weapon on or at any~~district~~ property under the jurisdiction of the district, any~~,~~ activities under the jurisdiction of the district or any interscholastic activities administered by a voluntary organization.

In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A "school zone," as defined by federal law, means in or on school grounds or within 1,000 feet of school grounds.

The superintendent may authorize persons to possess weapons for courses, programs and activities approved by the district and conducted on district property including, but not limited to, hunter safety courses, weapons-related vocational courses or weapons-related sports. The district will post a notice at any site or premise off district grounds that at the time is being used exclusively for a school program or activity. The notice shall identify the district as the sponsor, the activity as a school function and that the possession of firearms or dangerous weapons in or on the site or premises is prohibited under Oregon Revised Statute (ORS) 166.370.

For purposes of this policy, and as defined by state and federal law, "weapon" includes:

1. A "dangerous ~~"Dangerous~~ weapon" means any weapon, device, instrument, material or substance, which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or serious physical injury;

2. A "deadly~~"Deadly~~ weapon" means any instrument, article or substance specifically designed for and presently capable of causing death or serious physical injury;

3. A "firearm~~"Firearm~~" means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, frame or receiver of any such weapon, any firearm muffler or silencer or any destructive device;

4. A "destructive~~"Destructive~~ device" includes but is not limited to~~means~~ any explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily or redesigned primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

Weapons may also include, but are not ~~be~~ limited to, knives, metal knuckles, straight razors, noxious or irritating gases, poisons, unlawful drugs or other items fashioned with the intent to use, sell, harm, threaten or harass students, staff members, parents and community members.~~patrons.~~

Replicas of weapons, fireworks and pocket knives are also prohibited by Boardboard policy. Exceptions to the district's replicas prohibition may be granted only with prior principal approval for certain curriculum or school-related activities.

Prohibited weapons, replicas of weapons, fireworks and pocket knives are subject to seizure or forfeiture.

In accordance with Oregon law, any district employee who has reasonable cause to believe a student or other person, while in a school, is or has, within the previous 120 days has, unlawfully been in possession of a firearm or destructive device, as defined by this policy, shall immediately report such violation to an administrator or, his/her designee or law enforcement. Employees who report directly to law enforcement shall also immediately inform an administrator.

Administrators shall promptly notify the appropriate law enforcement agency of staff reports received and at any other time there is reasonable cause to believe violations for firearms or destructive devices have occurred or that a student has been expelled for bringing, possessing, concealing or using a dangerous or deadly weapon, firearm or destructive device.

Parents will be notified of all conduct by their student that violates this policy.

A person making a report as described above who has reasonable grounds for making the report is immune from liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of the report. The identity of a person participating in a good faith report as described above may not be disclosed except when allowed by law.

Employees shall promptly report all other conduct prohibited by this policy to an administrator.

Students determinedfound to have brought, possessed, concealed, or used a firearm, as defined in policy, in violation of this policy or state law shall be expelled from school for a period of not less than one year. All other violations of the policy will result in discipline up to and may includeincluding expulsion and/or referral to law enforcement, as appropriate. The superintendent may, on a case-by-case basis, modify this expulsion requirement. The superintendent may propose alternative programs of instruction or instruction combined with counseling that are appropriate and accessible to the student, and shall provide such information in writing to the student and the parent in accordance with law[1]. The district may also request suspension of a student's driving privileges or the right to apply for driving privileges with the Oregon Department of Transportation, as provided by law. Appropriate disciplinary and/or legal action will be taken against students or others who assist in activity prohibited by this policy.

Special education students shall be disciplined in accordance with federal law and Boardboard policy JGDA –/JGEA – Discipline of Students with Disabilities, and accompanying administrative regulation.

Weapons under the control of law enforcement personnel are permitted. The superintendent may authorize other persons to possess weapons for courses, programs and activities approved by the district and conducted on district property including, but not limited to, hunter safety courses, weapons-related vocational courses, weapons-related sports or drama programs.

The district may post a notice at any site or premise off district grounds, that at the time is being used exclusively for a school program or activity. The notice shall identify the district as the sponsor, the

[1] At least once every six months or at any time the information changes because of the availability of new programs.

~~activity as a school function and that the possession of firearms or dangerous weapons in or on the site or premises is prohibited under ORS 166.370.~~

~~In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A "school zone," as defined by federal law, means in or on school grounds or within 1,000 feet of school grounds.~~

"Gun-Free School Zone" signs ~~will~~may be posted in cooperation with city and/or county officials as appropriate. Violations, unless otherwise excepted by law or this policy, shall be reported to the appropriate law enforcement agency.

The superintendent or designee will annually report the name of each school and the number of students from each listed schools expelled for bringing, possessing, concealing or using a firearm to the Oregon Department of Education.

END OF POLICY

Legal Reference(s):

ORS 161.015
ORS 166.210 - 166.370
ORS 166.382
ORS 332.107
ORS 339.115
ORS 339.240
ORS 339.250
ORS 339.315
OAR 581-021-0050 - 0075
OAR 581-053-0010(5)
OAR 581-053-0230(9)(k)
OAR 581-053-0330(1)(r)
OAR 581-053-0430(17)
OAR 581-053-0531(16)

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2018).
Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).
Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2018).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101, 7111-7121 (2018).

Corrected 6/22/22

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

Threats of Violence**

The Board~~board~~ is committed to promoting healthy relationships and a safe learning environment. To this end, student threats of harm to self or others, threatening behavior or acts of violence, including threats to severely damage any district~~school~~ property, shall not be tolerated on district property or at activities under the jurisdiction of the district.

Students shall be instructed of the responsibility to inform a teacher, counselor or administrator regarding any information or knowledge relevant to conduct prohibited by this policy. Parents and others will be encouraged to report such information to the district. Staff shall immediately notify an administrator of any threat, threatening behavior or act of violence the staff member~~he/she~~ has knowledge of, has witnessed or received. All reports will be promptly investigated.

Students found in violation of this policy shall be subject to discipline up to and including expulsion. The superintendent or designee shall notify the parent or guardian of any student in violation of this policy and the disciplinary action imposed. A referral to law enforcement shall be made for any infraction involving a student bringing, possessing, concealing or using a weapon or destructive device as prohibited by state and federal law and Board~~board~~ policy.

The principal shall, in determining appropriate disciplinary action, consider:

1. Immediately removing from the classroom setting any student who has threatened to injure another person or to severely damage district~~school~~ property;

2. Placing the student in a setting where the behavior will receive immediate attention from an~~a~~ administrator, counselor, licensed mental health professional or others;

3. Requiring the student to be evaluated by a licensed mental health professional before allowing the student to return to the classroom setting.

The district may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations, other disciplinary options or other procedures as may be required by law and this policy shall be provided by the district.

The superintendent or designee shall attempt to notify: ~~The principal shall ensure notification is provided to:~~

~~1. The parent of any student in violation of this policy and the disciplinary action imposed;~~

1. The parent or guardian of a student when the student's name appears on a targeted list at school that threatens violence or harm to the students on the list or when threats of violence or harm to the student are made by another student at school;

2. Any district~~school~~ employee whose name appears on a targeted list at school threatening violence or harm to the district employee ~~and when threats of violence or harm are made by a student or others~~.

The superintendent or designee shall attempt~~Notification~~ to notify the above persons~~shall be attempted~~ by telephone or in person promptly and within 12 hours of discovery of a targeted list or learning of a threat. Regardless, the superintendent or designee shall issue a written follow-up notification ~~shall be sent~~ within 24 hours of discovery of a targeted list or learning of a threat.

The principal will provide necessary information regarding threats of violence to law enforcement, child protective services and health-care professionals in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. Additionally, the principal~~he/she~~ may provide such information to other school officials, including teachers~~,~~ within the district or other districts who have a legitimate educational interest in the student(s) consistent with state and federal education records laws and district policies.

The district or person participating in good faith in making the notification required by ORS 339.327 is immune from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of the notification.

~~The district may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations or other disciplinary options as may be required by law and this policy shall be provided by the district.~~

~~As a part of the district's proactive safety efforts, the superintendent will plan staff development activities designed to alert staff to early warning signs of possible violent behavior. Students so identified shall be referred to a counselor, licensed mental health professional and/or multi-disciplinary team for evaluation and follow-up as appropriate.~~

END OF POLICY

Legal Reference(s):

ORS 161.015
ORS 166.210 - 166.370
ORS 332.107
ORS 339.115
ORS 339.240
ORS 339.250
ORS 339.327
OAR 581-021-0050 - 021-0075
OAR 581-053-0010(5)
OAR 581-053-0230(9)(k)
OAR 581-053-0330(1)(r)
OAR 581-053-0430(17)
OAR 581-053-0531(16)
OAR 581-053-0630

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2018).
Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Corrected 6/22/22

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

Pregnant and/or Parenting Students

A pregnant and/or parenting student shall be encouraged to continue with an educational program and to participate in all district~~school~~-sponsored activities unless physically unable. The district shall ensure that pregnant and/or parenting students receive special services as ~~temporarily~~ necessitated by their condition.

Neither pregnancy nor parenting constitute an exemption from Oregon compulsory attendance law.

No pregnant or parenting student shall be excluded from the public schools on the basis of pregnancy or parenthood.

The district shall, in considering and obtaining special services for pregnant and/or parenting students:

1. Inform pregnant and/or parenting students and their parents of the availability of such services in the district, education service district or in the community;

2. Facilitate the provision of such services, including counseling, life skills and parenting education, child care, transportation, career development and health and nutrition services to pregnant and/or parenting students;

3. Inform pregnant and/or parenting students and their parents of the availability of resources provided by other agencies, including health and social services;

4. Provide educational programs and schedules that address the individual learning styles and needs of pregnant and/or parenting students;

5. Develop individualized educational programs or services, or both, to address the needs of pregnant and/or parenting students when their educational needs cannot be met by the regularly provided school program.

The superintendent will develop guidelines~~administrative regulations as~~ necessary to ensure compliance with the provisions of state and federal law.

END OF POLICY

Legal Reference(s):

ORS 336.640 OAR 581-021-0046 OAR 581-023-0100(3)

Corrected 6/22/22

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

Individualized Plan for Pregnant and/or Parenting Teens

District _____ School _____

Date _____

Student Information

Student Name: _____

Age: _____ Date of Birth: _____

Pregnant? Yes □ No □ Due Date: _____

Parenting? Yes □ No □ No. of Children: _____ Ages: _____

Living Situation: _____

Sources of Financial Support: _____

Education Status: Grade Standing: ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12
On Track for Graduation? Yes ☐ No ☐ Number of Credits Behind? _____

Date of Enrollment in Individualized Plan: _____

Program Information

Check whether service is to be provided and paid for by family, school or agency. If agency, please indicate source. Briefly describe service to be provided.

EDUCATION		DESCRIPTION
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	
TRANSPORTATION		**DESCRIPTION**
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	
CHILD CARE		**DESCRIPTION**
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	

LIFE SKILLS TRAINING		DESCRIPTION
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	
PARENTING EDUCATION		DESCRIPTION
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	
CAREER DEVELOPMENT		DESCRIPTION
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	
HEALTH NUTRITION SERVICES		DESCRIPTION
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	
COUNSELING		DESCRIPTION
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	
OTHER SOCIAL SERVICES		DESCRIPTION
Provided by: Family [ ] School [ ] Agency [ ]	Paid for by: Family [ ] School [ ] Agency [ ]	

I have been informed of the services available for pregnant and parenting students in the district and I have received information about the availability of resources provided by other agencies, including health and social services.

Signature of Student _____ Date _____

Signature of Parent _____ Date _____

Signature of School Representative _____ Date _____

Termination Data

Date of termination from program: _____

Comments: _____

_____

_____

_____

Reason (check one):

_____ Nonattendance
_____ Moved
_____ Completed HS degree
_____ Completed GED
_____ Returned to regular school program
_____ Other: _____

Corrected 6/22/22

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

Student Searches**

The Boardboard seeks to ensure a learning environment which protects the health, safety and welfare of students and staff. To assist the Boardboard in attaining these goals, district officials may, subject to the requirements below, search a student's person and property, including property assigned by the district for the student's use. Such searches may be conducted at any time on district property or when the student is under the jurisdiction of the district at school-sponsored activities.

All student searches conducted by the district shall be subject to the following requirements:

1. The district official shall have individualized, "reasonable suspicion" based upon specific and articulated facts to believe that the student personally poses or is in possession of some item that poses an immediate risk or serious harm to the student, school officials and/or others at the school;

2. The search shall be "reasonable in scope." That is, the measures used are reasonably related to the objectives of the search, the unique features of the official's responsibilities, and the area(s) which could contain the item(s) sought and not excessively intrusive in light of the age, sex, maturity of the student and nature of the infraction.

Routine inspections of district property assigned to students may be conducted at any time.

Use of drug-detection dogs and metal detectors, or similar detection devices, may be used only on the express authorization of the superintendent.

District officials may seize any item which is evidence of a violation of law, Board policy, administrative regulation or school rule, or which the possession or use of is prohibited by such law, policy, regulation or rule.

Students may be searched by law enforcement officials on district property or when the student is under the jurisdiction of the district. Law enforcement searches ordinarily shall be based upon a warrant. District officials will attempt to notify the student's parent(s) in advance and ~~district officials~~ will be present for all such searches, whenever possible.

The superintendent shall develop an administrative regulation for implementing this policy in a manner which protects students' rights and provides a safe learning environment without unreasonable interference. Provisions for staff, student and parent notice of the Board's~~board's~~ policy and accompanying regulation shall be included.

END OF POLICY

Legal Reference(s):

ORS 332.107 OAR 581-021-0050 to -0075

New Jersey v. T.L.O., 469 U.S. 325 (1985).
State ex. rel. Juv. Dept. v. M.A.D., 233 P3d. 437, 348 Or. 381 (2010).
State v. B.A.H., 263 P3d. 1046, 245 Or. App. 203 (2011).
State v. A.J.C., 326 P3d. 1195, 355 Or. 552 (2014).

Code: JFG-AR
Revised/Reviewed: 6/09/10; 5/13/15
Orig. Code: JFG-AR

Student Searches**

1. Definitions

   a. "Reasonable suspicion" is based upon specific and articulated facts to believe that the student personally poses, or is in possession of some item that poses a risk of immediate and serious harm to the student, school officials and/or others at the school. The official's knowledge may be based upon relevant past experience of the official, observation by the official and/or credible information from another person.

      (1) "Past experience" may provide the district official with information relevant to the violation as well as information which enables the official to evaluate the credibility of information from another person.
      (2) "Credible information from another person" may include information which the district official reasonably believes to be true provided by another district employee, a student, a law enforcement or other government official or some other person.

   b. "Reasonable in scope" means that the manner and extent of the search are reasonably related to the objectives of the search, the unique features of the official's responsibilities, and limited to the particular student or students most likely to be involved in the infraction and the area(s) which could contain the item(s) sought, and not excessively intrusive in light of the student's age, sex, maturity and the nature of the infraction.

2. Routine Inspection of District Property Assigned to Students

   a. Lockers, desks and other storage areas provided by the school and assigned to a particular student(s) are the property of the district, remain in the possession of the district and are under the control of the principal. Students have no expectation of privacy regarding these items/areas.
   b. Students may use district-owned storage areas for the limited purpose of temporarily keeping items needed for attendance and participation in school instructional and activity programs only. No other purpose is permitted.
   c. Students shall be provided notification that district-owned storage areas assigned to students are subject to routine inspection without prior notice for the following reasons:

      (1) Ensure that no item which is prohibited on district premises is present;
      (2) Ensure maintenance of proper sanitation;
      (3) Ensure mechanical condition and safety;
      (4) Reclaim overdue library books, texts or other instructional materials, property or equipment belonging to the district.

3. Voluntary Consent

When a district official has the requisite justification to search either a particular district-owned storage area assigned to a student~~,~~ or the clothing or the personal property of a student, the official has the option of making a search or asking the student to voluntarily provide the item(s) sought. Before making a search, the official should ordinarily ask for the student's voluntary consent by requesting the student to empty the contents of the storage area, clothing or personal property. If the student refuses consent for their~~his/her~~ personal property, the official may elect to contact the student's parents to obtain consent for the search of personal property.

4. Search Procedures

a. With the requisite justification, a school official may search an individual student, a district-owned storage area assigned to a student or the personal property of a student. Personal property of a student includes, but is not limited to, wallets, purses, lunch boxes/sacks, book bag, backpack or other containers used to carry belongings.
b. All searches of a student or a student's personal property shall be based on the required reasonable suspicion/risk of immediate and serious harm and shall be reasonable in scope. A "strip search," requiring a student to remove clothing down to the student's underwear or including underwear is prohibited by the district.
c. Searches will generally be conducted by an~~a~~ administrator or by other school personnel only as authorized by the administrator. In certain circumstances an~~a~~ administrator may be assisted by a law enforcement official(s).
d. The student will generally be permitted to be present during a search of a district-owned storage area assigned to the student or during a search of the student's personal property. The student's presence is not required, however.
e. Search of a student's clothing will be limited to the student's "outer clothing" only. "Outer clothing" means the student's coat, jacket or other such outerwear garments worn by a student. A search of the clothing may include the search of a container inside the clothing, provided that the container is of a size and shape to hold the object of the search.
f. Searches of a student's outer clothing will be conducted by a district official of the same sex as the student.
g. Where the object of the search may be felt by a "pat down" of clothing or personal property, the district official may first pat the clothing or property in an attempt to locate the object before searching inside the clothing or property.
h. Searches will be conducted in privacy, out of the view of other students, staff and others and in the presence of an adult witness of the same sex as the student.
i. Any item removed from the student as a result of the above procedures which is not evidence of a violation of a law, Board~~board~~ policy, administrative regulation or school rule may be returned to the student, as appropriate.

5. Other Searches[1]

a. Student vehicles may be parked on district property on the condition that the student and their~~his/her~~ parent(s) allow~~allows~~ the vehicle and its contents, upon reasonable suspicion/risk of immediate serious harm, to be examined.

[1] Consult with legal counsel prior to implementing procedures in this section, modifying as appropriate to meet local needs.

If a student or parent(s) refuses to allow access to a vehicle when requested under the circumstances described above, the student's privilege of bringing a vehicle onto district property will be terminated for the remainder of the school year. Law enforcement officials may be notified.

b. Metal detectors, including walk-through and hand-held devices, may be used when the superintendent determines that there is a need for such detectors based upon reasonable information of a history of:

(1) Weapons or dangerous objects found at school, on district property, at a school function or in the vicinity of the school; or
(2) Incidents of violence involving weapons at a school, on district property, at a school function or in the vicinity of the school.

Upon positive detection, a student will be asked to voluntarily remove the metal item. If the student refuses consent, the student will be held (will not be allowed further entrance into the building) and any personal property will be seized and secured while the parent(s) and law enforcement officials are summoned.

c. Drug-detection dogs may be used when the superintendent determines that there is a need for use of such dogs based upon reasonable information of a history of:

(1) Drugs and/or drug paraphernalia use/possession at school, on district property, at a school function or in the vicinity of the school; or
(2) Incidents of violence or health emergencies involving drugs and/or drug paraphernalia at a school, on district property, at a school function or in the vicinity of the school.

After such need has been determined, drug-detection dogs may be used to sniff out contraband in district-owned storage areas or in student vehicles parked on district property upon reasonable suspicion to believe that contraband is in the area or vehicle.

Drug-detection dogs will not be used for general or "dragnet" searches.

d. Body fluid searches of students for the presence of alcohol or drugs are prohibited by the district unless specifically authorized by the Board~~board~~ as part of its athlete drug-testing program.
e. The district may deploy breathalyzer devices at extracurricular events and activities. Students may be subject to testing procedures as a prerequisite~~requisite~~ to attending the event/activity. If a student refuses testing, ~~he/she~~they will be detained and parents will be contacted to come and take the student home.

6. Discipline

a. Possession or use of unauthorized, illegal, unhealthy or unsafe materials will result in the following:

(1) Seizure of the material:

(a) Property, the possession of which is a violation of law, Board~~board~~ policy, administrative regulation or school rule will be returned to the parent or, if also a

violation of law, turned over to law enforcement officials or destroyed by the district as deemed appropriate by the principal;

(b) Stolen property will be returned to its rightful owner;

(c) Unclaimed property may be disposed of in accordance with Boardboard policy DN - Disposal of District Property.

(2) Discipline up to and including expulsion and notification given to law enforcement officials as appropriate or as otherwise required by law or Boardboard policy.

7. Documentation

a. Administrators shall document all searches.

b. Documentation shall consist of the following:

(1) Name, age and sex of student;
(2) Date, timeTime and location of search;
(3) Justification for search and nature of the reasonable suspicion/risk of immediate and serious harm;
(4) Description of the object(s) of the search;
(5) Type/Scope of search (e.g., areas/items searched);
(6) Results of search, prohibited material(s) found, disposition of the material(s) seized and discipline imposed;
(7) Name of the witness to the search;
(8) Name of the district official conducting the search;
(9) Contacts with law enforcement and name/position of the contact(s).

c. Documentation will be maintained as a part of the student's education records and retained in accordance with applicable Oregon Administrative Rules governing records' retention.

8. Notice

Notice of the Board'sboard's policy and this administrative regulation will be provided to staff, students and their parent(s) annually, through staff and student/parent handbooks.

9. Cooperation with Law Enforcement Officials

a. Administrators will meet with law enforcement officials annually to review:

(1) Official contact protocols;
(2) Applicable Boardboard policies and administrative regulations;
(3) Circumstances in which the district will generally be requesting local law enforcement involvement in student searches and suspected crimes;
(4) Handling searches and evidence when involving law enforcement officials.

STUDENT SEARCH FORM

1. Name, age and sex of student: _____

2. Date, time~~Time~~ and location of search: _____

3. Basis for search and nature of reasonable suspicion. What factors caused you to have a reasonable suspicion that the search of this student, their~~his/her~~ person or property or property assigned by the district for student use, would turn up evidence of some item that posed a risk of immediate and serious harm to the student, school officials and/or others at the school? Describe.

   _____

4. Describe areas and items searched: _____

5. What did the search yield? Were any prohibited items/materials seized? Were seized items/materials turned over to police? Parents? Other? Why or why not? Explain and include name(s)/position(s) of law enforcement contacts.

   _____

6. Was discipline imposed? Why or why not? _____

7. Name and title/position of the witness to the search: _____

8. Name and title/position of district official conducting the search: _____

_____

Signature of Witness Date Signature of District Official Conducting~~Conduct~~ Search Date

Corrected 6/22/22

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

Student Demonstrations and Petitions

Demonstrations

District students are permitted to hold demonstrations on district property under the following conditions:

1. The demonstration must be scheduled with the superintendent in advance; a crowd control plan must be presented;

2. The demonstration must not disrupt classroom activities;

3. The demonstration must not present a threat to student or staff safety or be a hazard to district property.

Petitions

Students may petition for a change in Board policies, administrative regulations and school rules. Petitions must be reviewed by an~~a~~ administrator prior to circulation on district grounds and must be submitted to the superintendent upon completion. The superintendent will forward petitions to the Board or administrator, as appropriate.

Informal Student Gatherings

Students gathered informally shall not disrupt the orderly operation of the educational process.

Students gathered informally shall not infringe upon the rights of others to pursue their activities.

END OF POLICY

Legal Reference(s):

ORS 332.072
ORS 332.107
OAR 581-021-0050
OAR 581-021-0055

U.S. Const. amend. I; U.S. Const. amend. XIV.
Or. Const., art. I, § 8.
Equal Access Act, 20 U.S.C. §§ 4071-4074 (2012).

Corrected 6/22/22

Code: JG
Adopted: 4/13/11
Revised/Readopted: 4/09/14; 9/09/15; 6/08/16
Orig. Code: JG

Student Discipline**

Discipline in the district is based upon a philosophy~~research~~ designed to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments.

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

The major objectives of the district discipline program are to teach the following fundamental concepts for living:

1. Understanding and respect for individual rights, dignity and safety;

2. Understanding and respect for the law, Board~~board~~ policies, administrative regulations and school rules;

3. Understanding of and respect for public and private property rights.

The Board~~board~~ seeks to ensure a school climate which is appropriate for learning and which assures the safety and welfare of personnel and students. The superintendent will develop procedures~~administrative regulations~~ whereby those students who disrupt the educational setting or who endanger the safety of others, will be ~~[~~offered corrective counseling and ~~]~~be subject to disciplinary sanctions that are age appropriate, and to the extent practicable, use approaches that are shown through research to be effective to correct behavioral problems, while supporting a students' attendance to school and classes. Examples include, but are not limited to, reprimands, conferences, detention and denial of participation in cocurricular and extracurricular activities. Titles and/or privileges available to or granted to students may be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). The district shall consider the age of the student and the student's past pattern of behavior prior to suspension or expulsion of the student. The superintendent may propose alternative programs of instruction or instruction combined with counseling prior to a student's expulsion or a student leaving school in accordance with law.

The district shall enforce consistently, fairly and without bias all student conduct policies, administrative regulations and school rules.

A student whose conduct or condition is seriously detrimental to the school's best interests may be suspended. Students may be expelled for any of the following circumstances: a) when a student's conduct

poses a threat to the health or safety of students or employees; b) when other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or c) when required by law. The district shall consider the age of the student and the student's past pattern of behavior prior to imposing the suspension or expulsion. The district will ensure careful consideration of the rights and needs of the individual concerned, as well as the best interests of other students and the school program as a whole.

The use of out-of-school suspension or expulsion for discipline of a student in the fifth grade or below, is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;

2. When a school administrator determines, based on the administrator's observation or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or

3. When the suspension or expulsion is required by law.

When an out-of-school suspension is imposed on a student in the fifth grade or lower, the district shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Special education students shall be disciplined in accordance with federal law and Board policy JGDA - Discipline of Students with Disabilities and accompanying administrative regulation.

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

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 332.061
ORS 332.072
ORS 332.107
ORS 339.115
ORS 339.240 to -339.280
ORS 659.850
OAR 581-021-0045
OAR 581-021-0050 to -0075

Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).

Corrected 6/22/22

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

Corporal Punishment**

The use of corporal punishment in any form is strictly prohibited in the district. No student will be subject to the infliction of corporal punishment.

"Corporal punishment" is defined as the willful infliction of, or willfully causing the infliction of, physical pain.

No teacher, administrator, other school personnel or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under their~~his/her~~ supervision or control. Permission to administer corporal punishment will not be sought or accepted from any parent or school official.

A staff member is authorized to employ reasonable physical force upon a student when and to ~~, in his/her professional judgment,~~ the extent the application of physical force is consistent with ORS 339.285-339.303.~~necessary to prevent a student from harming self, others or doing harm to district property.~~ Physical force shall not be used to discipline or punish a student. ~~The superintendent shall inform all staff members and volunteers of this policy.~~

A staff member found in violation of this policy may be subject to discipline up to and including dismissal. A volunteer found in violation of this policy by administration may be subject to sanctions and/or prohibited from volunteer service in the district.

The superintendent shall inform all staff members and volunteers of this policy.

END OF POLICY

Legal Reference(s):

ORS 161.205
ORS 332.107
ORS 339.240
ORS 339.250
OAR 581-021-0050 – 0075
OAR 584-020-0040

Corrected 6/22/22

Code: JGAB
Adopted: 6/11/09
Revised/Readopted: 2/12/14; 9/10/14; 6/13/18
Orig. Code: JGA

~~Physical~~ Use of Restraint ~~and/~~or Seclusion**

The Board is dedicated to the development and application of best practices within the district's public educational/behavioral programs. The Board establishes this policy and its administrative regulation to define the circumstances that must exist and the requirements that must be met prior to, during, and after the use of restraint or seclusion as an intervention with district students.

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.

2. Mechanical restraint.

3. Prone restraint.

4. Supine restraint.

5. Any restraint that involves the intentional and nonincidental use of a solid object[1], including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.

6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.

7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.

8. Any restraint that impedes, or creates a risk of impeding, breathing.

9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.

10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.

11. Any action designed for the primary purpose of inflicting pain.

[1] The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be imposed on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and

2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and

2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g., teacher, administrator, it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

~~1. "Physical restraint" means the restriction of a student's movement by one or more persons holding the student or applying physical pressure upon the student. Physical restraint does not include touching or holding a student without the use of force for the purpose of directing the student or assisting the student in completing a task or activity. The definition of "physical restraint" does not include the use of mechanical, chemical or prone restraint of a student as these methods are prohibited by Oregon law.~~

1. "Restraint" means the restriction of a student's actions or movements by holding the student or using pressure or other means.

   "Restraint" does not include:

   a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
   b. Assisting a student to complete a task if the student does not resist the physical contact; or
   c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:

      (1) Break up a physical fight;
      (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
      (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.

2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is~~does~~ not limited to,~~include~~ the involuntary confinement~~removal~~ of a student alone~~for a short time to provide the student with an opportunity to regain self-control,~~ in a room with a closed door, whether the door is locked or unlocked~~setting from which the student is not physically prevented from leaving~~.

   "Seclusion" does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student's behavior.

3. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.

4. "Substantial physical or bodily injury" means any impairment of the physical condition of a person that requires some form of medical treatment.

5. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

   "Mechanical restraint" does not include:

   a. A protective or stabilizing device ordered by a licensed physician; or
   b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.

6. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is~~has~~ not ~~been~~ prescribed by a licensed physician ~~health professional~~ or other qualified health professional acting under the professional's scope of practice for standard treatment of the student's medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health~~care~~ professional acting under the professional's scope of practice.

7. "Prone restraint" means a restraint in which a student is held face down on the floor.

8. "Supine restraint" means a restraint in which a student is held face up on the floor.

~~Policy~~

~~Physical restraint and/or seclusion are only permitted as part of a behavior support plan when other less restrictive interventions would not be effective and the student's behavior poses a threat of imminent, serious, physical harm to the student or others. Physical restraint and/or seclusion may also be used in an emergency by a district employee as necessary to maintain order or to prevent a student from harming him/herself, other students, and district staff (as per OAR 581-021-0061(2)). The use of physical restraint and/or seclusion in these circumstances is permitted only for as long as the student's behavior poses a threat of imminent, serious physical harm to him or herself or others.~~

Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR)~~OAR~~ 581-021-0568.

The district ~~has selected~~uses ~~t~~The ~~Oregon Intervention System (OIS)~~MANDT System® training program of restraint or ~~physical restraints and~~ seclusion for use in the district. As required by state regulation, the selected program shall be ~~as~~ one ~~of the~~ approved ~~interventions~~ by the Oregon Department of Education (ODE) and include, but not limited to, positive~~. As required by State regulation, this program includes~~ behavior support, conflict prevention, de-escalation~~,~~ and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and seclusion.

An annual review of the use of ~~physical~~ restraint and seclusion during the preceding school year shall be completed and submitted to ODE~~the Superintendent of Public Instruction~~ to ensure compliance with district policies and procedures.

The results of the ~~annual~~ review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents involving~~of physical~~ restraint;

2. The total number of incidents involving~~of~~ seclusion;

3. The total number of seclusions in a locked room;

4. The total number of students placed in ~~physical~~ restraint;

5. The total number of students placed in seclusion;

6. The total number of incidents that resulted in injuries or death to students or staff~~personnel~~ as a result of the use of ~~physical~~ restraint or seclusion;~~.~~

7. The total number of students placed in restraint ~~and/~~or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of ~~physical~~ restraint and seclusion for each student;

8. The total number of ~~physical~~ restraint or~~and~~ seclusion incidents carried out by untrained individuals;

9. The demographic characteristics[2] of all students upon whom ~~physical~~ restraint ~~and/~~or seclusion was imposed;~~.~~

10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the ~~Board and to the~~ public at the district's main office and on the district's website, and to the Board.

[2] Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

At least once each school year the parents and guardians of students of the district~~public~~ shall be notified about~~as to~~ how to access the report.

The district shall investigate all complaints regarding the use of ~~physical~~ restraint and/or seclusion practices according to the~~as per district complaint policies and~~ procedures outlined in Board policy KL - Public Complaints and KL-AR - Public Complaint Procedure~~Complaints. This does not preclude complaints under other applicable provisions~~. The complaint procedure is available at the district's administrative office and is available on the home page of the district's website.

The~~A~~ complainant, whether an organization~~who is a student, is a parent~~ or an individual~~guardian of a student attending school in the district or is a person who resides in the district~~, may appeal a district's final decision ~~by the Board~~ to the Oregon Department of Education pursuant to~~Deputy Superintendent of Public Instruction as provided in~~ OAR 581-002-0001 - 581-002-0023.~~0040.~~ This appeal process is identified in administrative regulation KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction.

The ~~board directs the~~ superintendent ~~to establish~~shall develop administrative regulations ~~for implementing this policy and conduct and document an annual review of the use of physical restraint and seclusion in the district to ensure adherence to this policy and the established procedures for implementation~~to carry out the requirements set forth in this policy and to meet additional requirements established by law related to use, reporting, and written documentation of the use of restraint or seclusion by district staff.

END OF POLICY

Legal Reference(s):

ORS 161.205
ORS 339.250
ORS 339.285
ORS 339.288
ORS 339.291
ORS 339.294
ORS 339.297
ORS 339.300
ORS 339.303

OAR 581-021-0061
OAR 581-021-0550
OAR 581-021-0553
OAR 581-021-0556
OAR 581-021-0563
OAR 581-021-0566
OAR 581-021-0568
OAR 581-021-0569
OAR 581-021-0570
OAR 581-022-2267
OAR 581-022-2370

Corrected 6/22/22

Code: JGAB-AR
Revised/Reviewed: 10/11/17
Orig. Code: JGAB-AR

Use of Restraint ~~and~~ or Seclusion

~~General Guidelines~~Procedure

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically.

~~2. Parents will be provided verbal or electronic notification by the school staff following the use of physical restraint or seclusion by the end of the day on which the incident occurred.~~

~~3.~~2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:

   a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
   b. ~~Parents will be provided w~~Written documentation of the incident within 24 hours that provides:

      (1) A description of the ~~physical~~ restraint ~~and~~/or seclusion including~~;~~:

         (a) The date of the ~~physical~~ restraint or seclusion;
         (b) The times the ~~physical~~ restraint or seclusion began and ended~~,~~; and
         (c) ~~t~~The location of the incident~~;~~.

      (2) A description of the student's activity that prompted the use of ~~physical~~ restraint or seclusion;
      (3) The efforts used to de-escalate the situation and the alternatives to ~~physical~~ restraint or seclusion that were attempted;
      (4) The names of ~~personnel of the public education program~~district staff who administered the ~~physical~~ restraint or seclusion;
      (5) A description of the training status of ~~the personnel~~district staff who administered the ~~physical~~ restraint or seclusion, including any information that may need to be provided to the parent or guardian; and
      (6) Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.

~~4.~~3. If the ~~physical~~ restraint or seclusion was administered by a person without training, the administrator ~~district~~ will ensure written notice is issued to the parent or guardian of the student~~provide~~ that includes the lack of training, and~~information along with~~ the reason why a person without training administered the ~~physical~~ restraint or seclusion. The administrator will ensure written notice of the same to the superintendent.

~~5.~~4. An administrator will be notified as soon as practicable whenever ~~physical~~ restraint ~~and/~~or seclusion has been used.

~~6.~~5. If ~~physical~~ restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If ~~physical~~ restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the district~~public education program~~ must provide written authorization for the continuation of the ~~physical~~ restraint or seclusion, including providing documentation for the reason the ~~physical~~ restraint or seclusion must be continued. Whenever ~~physical~~ restraint or seclusion extends beyond 30 minutes, ~~personnel of the~~ district staff will immediately attempt to verbally or electronically notify a parent or guardian.

~~7.~~6. A district ~~Physical~~ Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:

a. Name of the student;
b. Name of staff member(s) administering the restraint or seclusion;
c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
d. Location of the restraint or seclusion;
e. A description of the restraint or seclusion;
f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
g. A description of the behavior that prompted the use of restraint or seclusion;
h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
i. Information documenting parent or guardian contact and notification.

~~8.~~7. A documented debriefing meeting must be held within two school days after the use of ~~physical~~ restraint or seclusion; staff members involved in the intervention must be included in the meeting. The debriefing team shall include an administrator. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.

~~9.~~8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided to the Department of Human Services within 24 hours of the incident.

~~10.~~9. If serious bodily injury or death of a staff member occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided to the superintendent within 24 hours of the incident, or to the union representative for the affected person, if applicable.

~~11.~~10. The district will maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.

~~The completed Physical Restraint and/or Seclusion Incident Report Form shall include the following:~~

~~1. Name of the student;~~

~~2. Name of staff member(s) administering the physical restraint or seclusion;~~

~~3. Date of the physical restraint or seclusion and the time the physical restraint or seclusion began and ended;~~

~~4. Location of the physical restraint or seclusion;~~

~~5. A description of the physical restraint or seclusion;~~

~~6. A description of the student's activity immediately preceding the behavior that prompted the use of physical restraint or seclusion;~~

~~7. A description of the behavior that prompted the use of physical restraint or seclusion;~~

~~8. Efforts to de-escalate the situation and alternatives to physical restraint or seclusion that were attempted;~~

~~9. Information documenting parent contact and notification; and~~

~~10. A summary of the debriefing meeting held.~~

~~Physical r~~Restraint and/or seclusion as a part of a behavioral support plan in the student's Individual Education Program (IEP) or Section 504 plan.

1. Parent participation in the plan is required.

2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained staff~~personnel~~, including a behavioral specialist and a district representative who is familiar with the ~~physical~~ restraint and seclusion training practices adopted by the district.

3. Prior to the implementation of any behavioral support plan that includes ~~physical~~ restraint and/or seclusion, a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.

4. When a behavior support plan includes ~~physical~~ restraint or seclusion the parents will be provided a copy of the district Use of Restraint or~~and~~ Seclusion policy at the time the plan is developed.

5. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan.

Use of ~~physical~~ restraint and/or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming themself~~his/herself~~, other students or school staff.

Use of ~~physical~~ restraint and/or seclusion under these circumstances with a student who does not have ~~physical~~ restraint and/or seclusion as a part of their IEP or Section 504 plan, is subject to all of the requirements established by Board policy and this administrative regulation with the exception of those specific to plans developed in an IEP or 504 plan.

Corrected 6/22/22

Code: JGD
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 9/09/15; 10/11/17
Orig. Code: JGD

Suspension**

Suspension removes from a student the privilege of attending school and school activities for a maximum of 10 school days. In special circumstances a suspension may be continued until some specific pending action occurs such as a court hearing, a medical evaluation, or a review by a probation officer. Suspensions are made by the principal or ~~his/her~~ designee and are not to be used in lieu of expulsion. School days missed while on suspension will be considered unexcused absences.

The Board~~board~~ authorizes the administration to suspend a student ~~suspension~~ for one or more of the following reasons:

1. Willful disobedience and violation of Board~~board~~ policies, administrative regulations or school rules;

2. Willful conduct which materially and substantially disrupts the rights of others to an education;

3. Willful conduct which endangers the student, other students or staff members;

4. Willful conduct which damages or injures district property.

A student whose conduct or condition is seriously detrimental to the school's best interests may be suspended. The district shall consider the age of the student and the student's past pattern of behavior prior to imposing the suspension. The district will ensure careful consideration of the rights and needs of the individual concerned, as well as the best interests of other students and the school program as a whole.

The use of out-of-school suspension for discipline of a student in the fifth grade or below, is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;

2. When a school administrator determines, based on the administrator's observation or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or

3. When the suspension is required by law.

When an out-of-school suspension is imposed on a student in the fifth grade or lower, the district shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Each notice of suspension will include a statement of the reasons for suspension, the length of the suspension, a plan for readmission and may include a plan for the student to make up school work. No suspension shall extend beyond 10 school days.

Students and parents are given notice of possible discipline actions resulting from student misconduct that may result in suspension in the *Student Rights and Responsibilities Handbook* made available by the district.

Every reasonable and prompt effort must be made to notify the parents of suspended students. The district may require a student to attend school during nonschool hours as an alternative to suspension.

In emergency situations that are a result of risk to health and safety, the district may postpone the suspension notice process above until the emergency condition has passed.

Students who are suspended may not attend after-school activities and athletic events, be present on district property without a parent or participate in activities directed or sponsored by the district.

Suspensions may be appealed to the board through the districts complaint procedure.

END OF POLICY

Legal Reference(s):

ORS 339.240
ORS 339.250

OAR 581-021-0050
OAR 581-021-0055
OAR 581-021-0060
OAR 581-021-0065

OAR 581-021-0071
OAR 581-021-0075

Corrected 6/22/22

Code: JGDA~~/JGEA~~
Adopted: 2/11/10
Revised/Readopted: 10/11/17
Orig. Code: JGDA/JGEA

Discipline of Students with Disabilities**

When considering student disciplinary procedures that may result in removal of the student, the district follows all special education procedures and ensures the parent and the student are afforded the procedural safeguards of the Individuals with Disabilities Education Act (IDEA) if:

1. The student is receiving individualized education program (IEP) services; or

2. The student has not yet been identified as a student with a disability, but the district had knowledge that the student had a disability and needed special education.

For a violation of a code of conduct, the district may remove a student with a disability from a current educational placement to an appropriate interim alternative educational setting, another setting, or suspension, for up to 10 school days in a school year to the same extent, and with the same notice, as for students without disabilities, if the removals do not constitute a pattern. The district may remove a student with disabilities for additional periods of up to 10 days if the removals do not constitute a pattern. The determination regarding whether a series of removals constitutes a pattern is subject to review in an expedited due process hearing.

Disciplinary removal of a student with a disability constitutes a change in the student's educational placement when the removal is for more than 10 consecutive school days, or the removal is for more than 10 cumulative school days and constitutes a pattern of removals. When considering whether to order a disciplinary change of placement the district may consider any unique circumstances on a case-by-case basis. Any decision to initiate a disciplinary change in placement requires a determination of whether the conduct leading to the disciplinary removal was caused by, or was substantially related to, the student's disability or was a direct result of the district's failure to implement the student's IEP.

For a violation involving drugs, weapons or the infliction of serious bodily injury, the district may remove a student with a disability from the student's current educational placement to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than 45 school days in a school year without regard to whether the behavior is a manifestation of the student's disability. This removal is considered a change in placement.

The district will provide educational services to a student who is suspended or expelled for more than 10 school days in a school year. These services may be provided in a different location or interim alternative educational setting as determined by the IEP and placement teams.

END OF POLICY

Legal Reference(s):

ORS 326.565
ORS 326.575
ORS 336.187
ORS 339.240
ORS 339.250
ORS 339.252
ORS 343.177

OAR 581-015-2400
OAR 581-015-2405
OAR 581-015-2410
OAR 581-015-2415
OAR 581-015-2420
OAR 581-015-2425
OAR 581-015-2430
OAR 581-015-2435
OAR 581-015-2440

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1415(k) (2012).
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 300.507, § 300.508(a)-(c); §§ 300.510-300.514; §§ 300.530-300.536 (2017).

Corrected 6/22/22

Code: JGDA~~/JGEA~~-AR
Adopted: 2/11/10
Orig. Code: JGDA/JGEA-AR

Discipline of Students with Disabilities**

1. Definition

   a. The district applies the following definitions when considering disciplinary action:

      (1) "Behavioral intervention plan" means an individualized plan, including positive interventions, designed to assist a student to decrease inappropriate behavior and increase or teach an alternative appropriate behavior.
      (2) "Current educational placement" means the type of educational placement of the student as described in the student's "annual determination of placement" document at the time of the disciplinary removal. It does not mean the specific location or school but the types of placement on the continuum of placement options.
      (3) "Disciplinary removal" means suspension, expulsion or other removal from school for disciplinary reasons, including removals pending completion of a risk assessment. It does not include:

         (a) Removals by other agencies;
         (b) Removals for public health reasons (e.g., head lice, immunizations, communicable diseases~~, etc.~~);
         (c) In-school suspensions if the student continues to have access to the general curriculum and to special education and related services as described in the student's individualized education program (IEP),~~IEP,~~ and continues to participate with nondisabled students to the extent they would in their current placement; or
         (d) Bus suspensions, unless the student's IEP includes transportation as a related service, the district makes no alternative transportation arrangements for the student, and the student does not attend school as a result of the bus suspension.

   b. "Functional behavioral assessment" means an individualized assessment of the student that results in a team hypothesis about the function of a student's behavior and, as appropriate, recommendations for a behavior intervention plan.
   c. "Suspension" means any disciplinary removal other than expulsion.

2. Disciplinary Change of Placement

   a. Disciplinary removal of a student with a disability constitutes a change in the student's educational placement when:

      (1) The removal is for more than 10 consecutive school days; or
      (2) The removal is for more than 10 cumulative school days and constitutes a pattern of removals.

b. The district may consider any unique circumstances on a case-by-case basis when determining whether to order a disciplinary change in placement.

3. Manifestation Determination

a. Within 10 days of any decision to initiate a disciplinary change in placement of a student with a disability, the district convenes a manifestation determination meeting.
b. The district follows all required special education procedures for determining whether a student's conduct that led to a disciplinary removal from school was caused by, or had a substantial relationship to, the student's disability or was a direct result of the district's failure to implement the student's IEP.

4. Disciplinary Removals for up to 10 School Days

a. The district may remove students with disabilities from their current educational placement~~,~~ to an appropriate interim alternative educational setting, another setting~~,~~ or suspension, for up to 10 school days in a school year, to the same extent~~,~~ and with the same notice~~,~~ for violation of a code of conduct as for students without disabilities. These removals are not considered a change in placement.
b. During disciplinary removals for up to 10 school days:

(1) The district is not required to provide access to special education and the general curriculum unless students without disabilities are provided access during this time.
(2) The district is not required to determine whether the student's behavior resulting in the disciplinary removal is a manifestation of the student's disability.
(3) The district counts days of suspension for the purposes of procedural safeguards as follows:

(a) Suspensions of a half day or less will be counted as a half day; and
(b) Suspensions of more than a half day will be counted as a whole day;
(c) If a student moves from another district in Oregon, any days of suspension from the former district apply, unless the district does not have knowledge of previous suspensions.

5. Disciplinary Removals of More than 10 Cumulative School Days and Pattern of Removal

a. The district may remove students with disabilities from their current educational placement to an appropriate interim alternative educational setting, another setting or suspension for additional periods of up to 10 days in a school year, to the same extent~~,~~ and with the same notice as for students without disabilities, if the removals do not constitute a pattern. These removals do not constitute a change in placement.
b. In determining whether removals of additional periods of up to 10 school days constitute a pattern of~~or~~ removals, school personnel will consider, on a case-by-case basis:

(1) Whether the behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
(2) Additional factors such as the length of each removal, the total number of days of removal~~,~~ and the proximity of removals to one another.

c. During removals of additional periods of up to 10 school days in a school year that do not constitute a pattern, the district will provide services that are necessary to enable the student to:

(1) Continue to participate in the general education curriculum;
(2) Progress toward achieving the goals in the student's IEP; and
(3) The services and location for delivery of services in this section will be determined by school personnel, in consultation with at least one of the student's teachers, or by the student's IEP team.

d. The determination regarding whether a series of removal constitutes a pattern is subject to review in an expedited due process hearing.

6. Removal to an Interim Alternative Educational Setting for Not More Than 45 Days by the District under Special Education Circumstances

a. The district may remove a student with a disability from the student's current educational placement to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than 45 school days in a school year, for a drug or weapon violation~~,~~ or for infliction of serious bodily injury, without regard to whether the behavior is manifestation of the student's disability. This removal is considered a change in placement. School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order such a removal.
b. For the purpose of determining a drug or weapon violation or serious bodily injury, the district will apply the following definitions:

(1) "Drug" means illegal drug or controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or otherwise legally possessed. It does not include alcohol or tobacco.
(2) "Drug violation" means the use, possession, sale or solicitation of drugs at school or a school function.
(3) "Infliction of serious bodily injury" means serious bodily injury caused by a student to another person while at school, on school premises or at a school function under the jurisdiction or the Oregon Department of Education (ODE)~~ODE~~ or a district.
(4) "Serious bodily injury" means bodily injury, which involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
(5) "Weapon" means a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that it does not include a pocket knife with a blade of less than 2-1/2~~½~~ inches in length.
(6) "Weapon violation" means carrying a weapon to school or to a school function or acquiring a weapon at school.

c. On the date that the district decides to remove a student to an interim alternative educational placement because of a drug or weapon violation or for serious bodily injury, the district notifies that parent(s) of the decision and gives the parent(s) a Procedural Safeguards Notice.
d. Within 10 school days of any decision to remove the student to an interim alternative educational placement because of a drug or weapon violation or for serious bodily injury, the district:

(1) Convenes a meeting to determine whether the behavior is a manifestation of the student's disability; and
(2) Conducts, as appropriate, a functional behavior assessment, and develops a behavior intervention plan based on the functional behavior assessment that is designed to address the behavior so it does not recur.

7. Removal to an Interim Alternative Educational Setting for Not More than 45 Days by Administrative Law Judge for Injurious Behavior

a. The district may request an expedited due process hearing to obtain an administrative law judge's order to remove a student to an interim alternative educational setting for not more than 45 school days if the student is exhibiting injurious behavior. For the purpose of this request, "injurious behavior" is defined as behavior that is substantially likely to result in injury to the student or to others.
b. The interim alternative educational setting must meet the requirements of the "Interim Alternative Educational Setting" section.

8. Interim Alternative Educational Setting

When a student with a disability is placed in an interim alternative educational setting, the setting:

a. Is determined by the student's IEP; and
b. Enables the student to:

(1) Continue to participate in the general curriculum, although in another setting;
(2) Progress toward achieving the goals in the student's IEP; and
(3) Receive services and modifications designed to address the misconduct that led to placement in the interim alternative educational setting and to prevent the misconduct from recurring.

9. Placement Pending Appeal

If a parent disagrees with the manifestation determination or any decision about placement related to the disciplinary removal and requests a due process hearing, the student will remain in the interim alternative educational setting pending the decision of the administrative law judge, or until the end of the disciplinary removal, whichever is shorter, unless the parent and district agree to another placement pending the hearing.

10. Conduct and Outcome of a Manifestation Determination

a. Within 10 school days of any decision to change the placement of a student with a disability for disciplinary reasons, the district convenes a manifestation determination meeting.
b. The team that determines whether a student's behavior that led to a disciplinary removal from school was caused by, or had a substantial relationship to the student's disability or was a direct result of the district's failure to implement the student's IEP, includes the parent(s), district representatives and other relevant members of the IEP team, as determined by the parent and district.

(1) The team reviews all relevant student information, including the student's IEP, teacher observations and information provided by the parent.

(2) The team concludes that the conduct in question is a manifestation of the student's disability if it determines the behavior was caused by, or had a substantial relationship to, the child's disability, or if it was the direct result of the district's failure to implement the IEP.

c. If the team determines that the district did not implement the student's IEP or identifies other deficiencies in the student's IEP or placement, the district corrects the identified deficiencies immediately.

d. Regardless of whether the behavior was a manifestation of the student's disability, the district may remove the student to an interim alternative educational setting for weapons or drug violations or for infliction of serious bodily injury for up to 45 days.

e. When behavior is a manifestation of disability.

If the team concludes that the behavior was a manifestation of the student's disability:

(1) The district will not proceed with a disciplinary removal for more than 10 days.
(2) The district conducts a functional behavioral assessment and develops a behavior plan to address the behavior that led to the disciplinary action. If the district has already conducted a functional behavioral assessment or if the student already has a behavior intervention plan regarding that behavior, the district reviews, modifies as necessary and implements the plan to address the behavior.
(3) The district may review and revise the student's IEP and placement through normal IEP and placement processes.
(4) The district may enter into an agreement with the parent to change the student's placement as part of the modification of the behavioral intervention plan.
(5) If the district believes that maintaining the current placement of the child is substantially likely to result in injury to the student or to others, the district may appeal the decision of the manifestation determination team by requesting an expedited due process hearing. An administrative law judge who concludes that maintaining the current educational placement is substantially likely to result in injury to the student or to others may order a change in placement to an interim alternative educational setting for no more than 45 days.

f. When behavior is not a manifestation of disability.

If the IEP team determines that the student's behavior is not a manifestation of the student's disability, the district may proceed with disciplinary removals~~,~~ in the same manner and for the same duration~~,~~ as would be applied to students without disabilities. If the district takes such action, applicable to all students, the district:

(1) Notifies the parent(s) of the decision to remove the student on the date that decision is made and gives the parents a Procedural Safeguards Notice;
(2) Give the parent(s) prior written notice of any proposed change in placement;
(3) Provides services to the student in an interim alternative educational setting that is determined by the IEP team; and
(4) Provides, as appropriate, a functional behavioral assessment, develops appropriate behavioral interventions to address the behavior and implements those interventions.

11. Protections for Students not yet Eligible for Special Education

a. The district will follow all special education disciplinary procedures for a student who has not yet been identified as a student with a disability if the district had knowledge that the student had a disability and needed special education.

b. The district is presumed to have such knowledge if, before the behavior that precipitated the disciplinary action occurred:

(1) The student's parent(s) expressed a concern in writing to supervisory or administrative school personnel, or to a teacher of the student, that the student is in need of special education and related services;
(2) The student's parent(s) requested a special education evaluation of the student; or
(3) The student's teacher or other school personnel expressed specific concerns about a pattern of behavior demonstrated by the student directly to the district's special education director or other district supervisory personnel.

c. The district is not presumed to have knowledge of a disability if:

(1) The parent has not allowed an evaluation of the student or has refused the initial provision of special education services to the student; or
(2) The student has been evaluated and found not eligible for special education services.

d. If the district did not have knowledge before taking disciplinary action against the student, the district may take the same disciplinary actions as applied to students without disabilities who engaged in comparable behaviors. However:

(1) If a special education evaluation is requested, or if the district initiates a special education evaluation, the evaluation will be conducted in an expedited manner.
(2) Until the evaluation is completed, the student may remain in the educational placement determined by school personnel, which may include suspension, expulsion or placement in alternative education.
(3) Upon completion of the evaluation, if the student is determined to be a student with a disability, the district will conduct an IEP meeting to develop an IEP and determine placement and will provide special education and related services in accordance with the IEP.
(4) The district will apply the Individuals with Disabilities Education Act (IDEA) discipline protections beginning on the date of the eligibility determination.

Corrected 6/22/22

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

Expulsion**

Expulsion denies the student attendance at school or school activities in accordance with Oregon's statutes. Expulsion recommendations are made by the principal, usually upon the recommendation of the assistant principal. A principal, after reviewing available information, may recommend to the superintendent or ~~superintendent's~~ designee that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may be expelled for any of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;

2. When other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or

3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;

2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or

3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.

When an expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service[1] or by certified mail[2] at least five business days prior to the scheduled hearing. Notice shall include:

   a. The specific charge or charges;
   b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;
   c. A recommendation for expulsion;
   d. The student's right to a hearing;
   e. When and where the hearing will take place; and
   f. The right to representation.

2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;

3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;

4. In case the parent or student has difficulty understanding the English language or has other serious communication disabilities, the district will provide a translator;

5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney and/or parent. The district's attorney may be present;

6. The student shall be afforded the right to present their~~his/her~~ version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;

7. The student shall be permitted to be present and to hear the evidence presented by the district;

8. The hearings officer or the student may record the hearing;

9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;

10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of

[1] The person serving the notice shall file a return of service. (OAR 581-021-0070)

[2] When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;

11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate themself~~him or herself~~, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's~~students'~~ parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;

12. A Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:

    a. The name of the minor student;
    b. The issues involved, including a student's confidential records~~medical record and that student's educational program~~;
    c. The discussion;
    d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation. The district must document to the parent of the student that proposals of alternative education programs have been made.

END OF POLICY

Legal Reference(s):

ORS 192.660
ORS 332.061
ORS 336.615 - 336.665
ORS 339.115
ORS 339.240
ORS 339.250
OAR 581-021-0050 - 021-0075
House Bill 2514 (2019)

Corrected 6/22/22

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

Alternative Education Programs Following Expulsion**

Prior to a student leaving school or a student's expulsion, unless the expulsion is for a weapons policy violation, the district will propose in writing to the student or student's parent or guardian, appropriate, accessible alternative education programs~~educational alternatives~~ as determined by the district. Such alternative education program(s) will consist of instruction or instruction combined with counseling.

The proposal of potential alternative education programs will be hand-delivered or sent by certified mail to assure that the parent or guardian receives it prior to the time of an actual expulsion of the student or the student ~~or~~ leaving school.

Appropriate accessible alternative education programs may be either public or private. ~~(nonsectarian).~~ Programs may be provided by the district as a separate school, evening classes or tutorial instruction. Homebound instruction could be considered an appropriate alternative. The district shall continue to provide a free appropriate public education in an alternative setting to a child with a disability who has been removed for disciplinary reasons.

The district shall pay the actual cost of the district-proposed private alternative education program or an amount equal to 80 percent of the district's estimated current year's average per student net operating expenditure, whichever is less. The district shall provide or pay for transportation.

The district has no obligation to pay for an alternative education program if an emancipated minor or~~If~~ a parent or guardian receives an exemption on a semiannual~~semi-annual~~ basis to withdraw a student age 16 or 17 from compulsory attendance~~, the district has no obligation to pay for an alternative education program~~.

If a student is not successful in the alternative education program selected or the alternative education programs offered are not accepted by the student and/or parent or guardian, there is no obligation to propose or fund other alternatives.

END OF POLICY

Legal Reference(s):

ORS 336.615 to -336.665
ORS 339.030
ORS 339.240
ORS 339.250
ORS 339.252
OAR 581-021-0070
OAR 581-021-0071
OAR 581-022-2505
OAR 581-022-2320
OAR 581-023-0006
OAR 581-023-0008

Corrected 6/22/22

Code: JH
Adopted:

Student Welfare**

Students' safety will be assured through close supervision of students in all school buildings and grounds during the hours when students are normally present. Such supervision does not include early morning or the time following usual departure, unless students are present for a scheduled activity. Hours when supervision is available shall be communicated.

The district further assures the following practices:

1. Maintaining a safe school environment; appropriate personnel will be responsible for periodically inspecting the physical condition of all buildings and grounds;

2. Observation of safe practices on the part of school personnel and students, particularly in those areas of instruction or extracurricular activities that offer special hazards;

3. Offering safety education to students as germane to particular subjects such as science, professional technical, health and physical education courses;

4. Providing, ~~[~~through the services of the school nurse,~~]~~ first-aid care for students in case of accident or sudden illness;

5. Providing adequate supervision on the grounds when they are used by students **during school hours**.

In addition, school personnel will be concerned about and aware of suspicious strangers loitering in or near school buildings or sitting in parked vehicles nearby. The principal will notify law enforcement if the circumstances warrant such action.

Teachers will instruct students not to accept gifts or vehicle rides from strangers. Students will be instructed to tell teachers, their parents, law enforcement or school security personnel of any suspicious strangers.

END OF POLICY

Legal Reference(s):

ORS 332.107 OAR 581-022-2225

Corrected 6/22/22

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

Student Health Services and Requirements

Although the district's primary responsibility is to educate students, the students' health and general welfare is also a major Boardboard concern. The Boardboard believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;

2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and

3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements.

The district shall maintain a prevention-oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;

2. Health appraisal to include screening for possible vision or hearing problems ~~and also scoliosis~~;

3. Health counseling for students and parents, when appropriate;

4. Health-care and first-aid assistance that are appropriately supervised and isolates the sick or injured child from the student body;

5. Control and prevention of communicable diseases as required by Oregon ~~Department of Human Services,~~ Health Authority, Public Health Division~~Services~~, and the county health department;

6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;

7. Services for students who are medically fragile or have special health-care needs;

8. Integration of school health services with school health education programs.

The Boardboard directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of federal law,~~the Every Student Succeeds Act of 2015 (ESSA),~~ the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination[1] 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~~appraised~~ of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in ~~scoliosis,~~ vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 336.201
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225

Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).
Every Student Succeeds Act, 20 U.S.C. § 7928 (2012).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2012).

Corrected 6/22/22

[1] The term "invasive physical examination," as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

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

Physical Examination for Students Participating in Extracurricular Activities**

Students in grades 7 through 12 must have a physical examination performed by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a certified nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects, prior to participation in extracurricular sports. "Participation," as used in this policy means participation in sports practices and interscholastic sports competition.

Additionally, students who continue to participate in extracurricular sports are required to have a physical examination every two years thereafter. The physical examination is the responsibility of the parents/students and is to be paid for by parents/students.

A completed School Sports Pre-participation Examination[1] form shall be kept on file at school and shall be reviewed by the coach prior to the start of any sport season. Students shall not participate without signed parental and physician permission.

A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation in extracurricular sports.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 336.479 OAR 581-021-0041

OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.

Corrected 6/22/22

[1] Form available at www.osaa.org.

Code: JHCB
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 4/09/14; 9/14/16; 6/13/18
Orig. Code: JHCB

Immunization, Vision Screening/Eye Examination and Dental Screening**

Immunizations

In accordance with Oregon Revised Statute (ORS) 433.267 through 433.273, and Oregon Administrative Rule (OAR) 333-019-0010 through 333-019-0014, all students enrolling in an Oregon school for the first time ~~are to be~~shall show proof of ~~immunized~~ immunization in accordance with Oregon law~~against diphtheria, tetanus, measles, rubella, polio and mumps~~. As a condition of ~~initial~~ enrollment, every student through grade 12 shall submit to the school administrator one of the following:

1. Evidence of immunization provided on a Certificate of Immunization Status form, Section A, signed by a health care practitioner, parent or guardian;

2. The medical exemption, Section B, of the Certificate of Immunization Status form, completed and signed by a physician;

3. The religious exemption, Section C, of the Certificate of Immunization Status form, completed and signed by a parent or guardian.

The policy is in effect for all students not exempted for religious, philosophical beliefs or medical reasons[1].

Initial Entry Requirement

An initial entry student (kindergarten or possibly first grade) need not have "complete" or "up-to-date" information to enroll. However, the administrator must refuse to enroll a student if the parent or guardian fails to submit a Certificate of Immunization Status form with an appropriately signed exemption or one dose of each required vaccine.

Requirement of Student Transfers

A student transferring from one Oregon school to another Oregon school or who transfers from a school in another state to an Oregon school is allowed 30 days to provide ~~his/her~~their record to the new school. A parent or guardian must sign an Immunization Record Statement provided by the school. The administrator can choose to use an exclusion date effective at the end of 30 days of attendance, or may use

[1] Documentation required for exemption is outlined in ORS 433.267.

the next state mandated exclusion date. The exclusion date is written on the *Immunization Record Statement/Exclusion Order for No Record*. A copy must be given to the parent or guardian.

30-Day Notification

Administrators are to inform the health department, if the immunization record is not received by the end of the 30-day period. However, administrators do not have the authority to exclude a student who does not comply. All exclusions must be done under the authority of the local health department.

Administrators are required to deny school attendance to any student excluded by the health department. In addition, if the excluded student does not meet the requirement within four school days, it is the responsibility of the administrator to notify the attendance supervisor of the unexcused absence.

Vision Screening/Eye Examination

The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that:

1. The student has received a vision screening or eye examination; and

2. Any further examination, treatments or assistance necessary.

The certification is not required if the parent or guardian provides a statement to the district that:

1. The student submitted a certification to a prior education provider; or

2. The vision screening or eye examination is contrary to the religious beliefs of the student or the parents or guardian of the student.

Dental Screening

The district shall file in the student's dental health record any dental screening certifications and any results of a dental screening known by the district. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authority's dental director regarding dental screenings, further examinations or necessary treatments and preventative care including fluoride varnish, sealants and daily brushing and flossing.

The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time, shall submit a certification within 120 days of beginning the education program, that the student has received a dental screening within the previous 12 months.

The certification is not required if the parent or guardian provides a statement to the district that:

1. The student submitted a certification to a prior education provider;

2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or

3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:

   a. The cost of obtaining the dental screening is too high;
   b. The student does not have access to an approved screener;
   c. The student was unable to obtain an appointment with an approved screener.

The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the:

1. Student's name;

2. Date of screening; and

3. Name of entity conducting the dental screening.

The district shall submit a report to the Oregon Department of Education that identifies the percentage of students who failed to submit the certification for the previous year, no later than October 1 of each year.

If the district is causing the dental screening to be conducted, the district will follow the notice requirements ~~of~~ in accordance with law.

END OF POLICY

Legal Reference(s):

ORS 326.580
ORS 336.211
ORS 336.213
ORS 336.214
ORS 433.235 ~~to~~ 433.280
OAR 333-019-0010
OAR 333-050-0010 ~~to~~ 0120
OAR 581-021-0017
OAR 581-021-0031
OAR 581-022-2220

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2020).

Corrected 6/22/22

Code: JHCC
Adopted: 10/11/17
Revised/Readopted: 6/13/18
Orig. Code: JHCC

Communicable Diseases – Students

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

Services will be provided to students as required by law. A student will not attend school while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that any susceptible student has or has been exposed to any disease for which the student is required to be excluded in accordance with law and per administrative regulation JHCC-AR - Communicable Diseases - Students. If the disease is a reportable disease, the administrator will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.~~The district shall comply with state law and rules and state and local health authorities' guidelines regarding communicable diseases.~~

~~The superintendent will develop administrative regulations as needed to implement this policy to reduce the risk of contagion in the school setting.~~

The district will include, as a part of its emergency plan, a description of the actions to be taken by district personnel in the case of a declared public health emergency or other catastrophe that disrupts district operations.

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

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

END OF POLICY

Legal Reference(s):

ORS 431.150 - 431.157
ORS 433.001 - 433.526
OAR 333-018
OAR 333-019-0010
OAR 333-019-0014
OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2220

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Corrected 6/22/22

Code: JHCC-AR
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 3/13/13; 10/11/17; 6/13/18
Orig. Code: JHCB; JHCC

Communicable Diseases and HIV and HBV
(Version 1)

The current procedures developed by the Student Health Services of the MESD regarding common communicable diseases shall be the district practice. These are diseases such as Boils, Chicken Pox, Common Cold, Fifth Disease, Mumps, Whooping Cough, Pink Eye, Pinworm, Ringworm, Rubella, Scabies, Scarlet Fever/Strep Throat, Tuberculosis, Hepatitis A, Herpes, Impetigo, Influenza, Mononucleosis, and Measles.

Procedures are based on Oregon Administrative Rules, and address both reportable and school restrictable diseases. Examples of school restrictable diseases include but are not limited to:

1. Boils;
2. Chicken Pox;
3. Cholera;
4. Common cold;
5. Diphtheria;
6. Fifth Disease;
7. Hepatitis A;
8. Herpes;
9. Impetigo;
10. Influenza;
11. Measles;
12. Meningococcal disease;
13. Mononucleosis;
14. Mumps;*

15. Pertussis;

16. Pink eye;

17. Pinworm;

18. Plague;

19. Ringworms;

20. Rubella (German measles);

21. Scabies;

22. Scarlet Fever/Strep Throat;

23. Staphylococcal skin infections;*

24. Streptococcal infections;*

25. Tuberculosis;

26. Whooping Cough.

Diseases indicated by a single asterisk may have the restriction for school attendance removed by the school nurse. Districts may, by formal policy, add to the list of school-restricted diseases with consultation with the local health administrator.

If the district learns that a student six years of age or older who is infected with HIV or HBV[1] and is not special risk, the superintendent with written permission from the student's parent or guardian, shall direct a team to convene to address the student's health issue. The team may consist of the student's parents or guardians (or the student, if s/he is 18 years of age or older), the local health officer, the student's health care provider, the school nurse, the administrator and the special education director (if the student is enrolled in special education). The committee will review the student's health status and any possible risk to others in the school setting, based on the student's daily school activities. If the medical personnel recommend and the superintendent determines the infection or any secondary infection constitutes a medically recognized risk of transmission on the school setting, adaptations for the student's school day may occur.

The district recognizes a parent or guardian or student has no obligation to inform the district of an HIV or HBV condition and that the student has a right to attend school. If the district is informed, written guidelines shall be requested of the parent/guardian or student. These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

The team may include other persons with the consent of the infected student's parent or guardian. The superintendent may consult experts who are not members of the team, but in doing so shall not disclose the identity of the infected student without the consent of the student's parent or guardian.

[1] HIV - Human Immunodeficiency Virus; HBV - Hepatitis B Virus

The team shall also discuss ways the school may help anticipate and meet the needs of the infected student. If any member of the team believes the student may be eligible for special education services as a student with disabilities, the student shall be referred to the special education department for assessment of his/her eligibility.

If there is an infection that does not constitute a medically recognized risk of transmission in the school setting, the superintendent shall not alter the education program of the infected student. However, the superintendent or designee shall periodically review the case with the student's parent or guardian and the other members of the team.

If there is an infection that constitutes a medically recognized risk of transmission in the school setting, the superintendent shall determine, after consultation with the team, whether the student's education program should be altered and whether the student is in need of an individually tailored education plan. In any event, the superintendent shall establish guidelines for periodic review of the case.

The confidentiality rights of the infected student shall be protected. The student's identity shall not be disclosed to non-team members without the consent of the student's parent or guardian. All records pertaining to the matter which include personally identifiable information shall be kept in a secure, separate file maintained by the superintendent. Nothing in this policy, however, shall restrict the right of the superintendent to consult with the district's legal counsel regarding the district's legal rights and obligations.

If the superintendent determines that a public statement regarding rumored or identified HIV or Hepatitis B infection is necessary or appropriate, the superintendent shall designate a district spokesperson who shall be responsible for developing and releasing such statements and for conducting any press conferences that occur.

If a press conference is held, the spokesperson shall have the Multnomah County Health Office or other health authority to assist with the press conference. In any press conference or public statements, the confidentiality rights of the infected student shall be protected.

The district shall develop procedures for infection control. At a minimum, such procedures shall include staff training, first aid kits in each school and on each school vehicle, sanitation kits at each school for cleanup of body fluid spills, and precautionary guidelines for body fluid cleanup and personal hygiene.

Diagnosis of communicable diseases or permits for returning to school may be secured free of charge at the East Multnomah County Health Services, 600 NE 8th St, #300, Gresham, Oregon.

The district shall develop procedures for infection control. These procedures shall be in compliance with the Oregon-OSHA Bloodborne Pathogen Regulation and are outlined in the district's adoption of its exposure control plan entitled, Communicable Disease Control Plan for School District Employees for Multnomah County Public Schools (MESD/SHS).

Students who exhibit symptoms of communicable disease such as fever, rash, vomiting, stiff neck, or headache with fever, jaundice (yellow color to skin or eyes), skin lesions that are weeping or pus filled, or watery diarrhea, may be excluded from school by the school administrator or his/her designee until diagnosed by a physician to be free of communicable disease and return to school.

The district shall provide reasonable protection for students against the risk of exposure to communicable disease. The district will follow the Oregon Department of Education and the state and local health authorities; rules and regulations pertaining to communicable diseases.

Reasonable protection from communicable disease generally attained through immunization, exclusion or other measures provided for in Oregon Revised Statutes and rules of the local health department. Services will be provided to students as required by law.

When an administrator has reason to suspect that a student has or has been exposed to any restrictable disease for which the student is required to be excluded, the administrator involved shall exclude the student from school and if the disease is a reportable disease, will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

The district shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law.

Corrected 6/22/22

DELETE

Code: JHCC-AR
Adopted:

Communicable Diseases – Student

(Version 2)

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. "Restrictable diseases" are defined by rule and include but are not limited to COVID-19[1], chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public's health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public's health.

2. "Susceptible" for a child means lacking documentation of immunization required under OAR 333-050-0050.

3. "Reportable disease" means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. A student of the district will not attend a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19[2], unless authorized to do so under Oregon law. When an administrator has reason to suspect any child has a restrictable disease, the administrator shall send the student home.

2. An administrator shall exclude a susceptible child from school if the administrator has reason to suspect that the student has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public's health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

[1] Added per OAR 333-019-1000(2).

[2] "Communicable stage of COVID-19" means having a positive presumptive or confirmed test of COVID-19.

3. An administrator shall exclude a student if the administrator has been notified by a local public health administrator or local public health officer that the student has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.

4. A student will be excluded in such instances until such time as the student or the parent or guardian of the student presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the student does not have or is not a carrier of any restrictable diseases.

5. The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. A student may remain in an alternative educational setting until such time as a certificate from a physician, physician assistant, nurse practitioner, local health department nurse or school nurse states that the student does not have or is not a carrier of any restrictable disease, or until such time as a local public health administrator states that the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. A restrictable disease exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.

6. More stringent exclusion standards for students from school may be adopted by the local health department.

7. The district's emergency preparedness plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by the Oregon Health Authority, Public Health Division and the local health department.

2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that a student or an employee has been exposed to a restrictable disease that is also a reportable disease.

3. An administrator shall determine other persons who may be informed of a student's communicable disease when a legitimate educational interest exists or for health and safety reasons in accordance with law.

Education

1. The administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the impact on the educational needs of a student diagnosed with a restrictable disease or exposed to a restrictable disease.

2. The administrator or designee shall, utilizing information obtained above, determine an educational program for such a student and implement the program in an appropriate (i.e., regular or alternative) setting.

3. The administrator or designee shall review the appropriateness of the educational program and the educational setting of each individual student diagnosed with a restrictable disease.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.

2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.

3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

Corrected 6/22/22

PROPOSED

Code: JHCCA
Adopted: 2/09/11
Revised/Readopted: 8/14/13
Orig. Code: JHCCA

Students - HIV, HBV and AIDS**

The district will adhere strictly in policies and procedures to the Oregon Revised Statutes and the Oregon Administrative Rules as they relate to a student infected with HIV or HBV or diagnosed with AIDS[1].

The district recognizes a parent (student) has no obligation to inform the district of an HIV, HBV or AIDS condition, and that the student has a right to attend school. If the district is informed of such a student, written guidelines shall be requested of the parent (student). These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

When informed of the infection, and with written permission from the parent (student), the district will develop procedures for formulating an evaluation team. The team shall address the nature, duration and severity of risk as well as any modification of activities. The team shall continue to monitor the student's condition. The district will make reasonable accommodations to allow students living with HIV infection to participate in school-sponsored physical activities.

Notification of alternative education programs shall be made to the parent or eligible student, if an HIV, HBV or AIDS student withdraws from school.

The district may~~shall~~ also develop procedures for rumor control, infection control, student accommodations and public relations/media.

END OF POLICY

Legal Reference(s):

ORS 326.565
ORS 326.575
ORS 332.061
ORS 336.187
ORS 336.615 to -336.665
ORS 339.030
ORS 339.250
ORS 433.008
ORS 433.045
OAR 333-018-0000
OAR 333-018-0005
OAR 581-022-2060
OAR 581-022-2220

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2017).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Corrected 7/11/22

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

Code: JHCD/JHCDA
Adopted: 6/13/18
Orig. Code: JHCD/JHCDA

Medications**

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to themself, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis[1], or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to themself prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

The district shall designate personnel authorized to administer medications to students. Annual training~~Training~~ shall be provided to designated personnel as required by law in accordance with guidelines approved by the Oregon Department of Education (ODE).

A current first-aid and CPR card is required for designated personnel.

When a licensed health care professional is not immediately available, trained personnel designated by the district may administer ~~to a student,~~ epinephrine, glucagon or another medication to a student as prescribed and/or allowed by Oregon law.

The district reserves the right to reject a request for administration of medication at school, either by district personnel ~~to administer,~~ or ~~to permit a~~ student self-administration, if the~~to administer to themself, a medication when such~~ medication is not necessary for the student to remain in school.

The superintendent and/or designee will require that an individualized health care plan and allergy plan is developed for every student with a known life-threatening allergy or a need to manage asthma, and an individualized health care plan for every student for whom the district has been given proper notice of a diagnosis of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity.

A student may be allowed to self-administer a medication for asthma, diabetes, hypoglycemia or severe allergies as prescribed by an Oregon licensed health care professional, upon written and signed request of the parent or guardian and subject to age-appropriate guidelines. This self-administration provision also requires a written and signed confirmation the student has been instructed by the Oregon licensed health care professional on the proper use of and responsibilities for the prescribed medication. A request to the

[1] Under proper notice given to the district by a student or student's parent or guardian.

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber[2].

A request to the district to administer or allow a student to self-administer ~~prescription medication or a~~ nonprescription ~~medication~~ that is not approved by the Food and Drug Administration (FDA) shall include a written order~~signed prescription and treatment plan~~ from the student's~~a~~ prescriber that meets the requirements of law[3] ~~or an Oregon licensed health care professional~~.

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law[4], is required and will be kept on file.

If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

Prescription and nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district administrative regulations governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a backup~~back-up~~ prescribed autoinjectable epinephrine is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person~~a staff member~~ believes~~,~~ in good faith~~,~~ is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration, in good faith and pursuant to state law, of prescription and/or nonprescription medication. ~~, subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-

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[2] A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

~~[3] A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.~~

[4] Subject to ORS 109.610, 109.640 and 109.675.

administration of medication, as described in Oregon Revised Statute (ORS) 339.866, if~~when~~ that person in good faith and pursuant to state law, assisted the student in self-administration of the medication~~, subject to state law~~.

A school administrator, school nurse, teacher or other district employee designated by the school administration is not liable in a criminal action or for civil damages as a result of the use of medication if~~, when~~ that person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine.~~who is unable to self-administer the medication, subject to state law.~~

The district and the members of the Board are not liable in a criminal action or for civil damages as a result of the use of ~~when a student or individual is unable to self-administer~~ medication if~~, when~~ any person in good faith, on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district, administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine~~, subject to state law.~~

The superintendent shall develop administrative regulations as needed to meet the requirements of law~~,~~ ~~Oregon Administrative Rules~~ and the implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS 109.610
ORS 109.640
ORS 109.675
ORS 332.107
ORS 339.866 - 339.871
ORS 433.800 - 433.830
ORS 475.005 - 475.285
OAR 166-400-0010(17)
OAR 166-400-0060(29)
OAR 333-055-0000 -055-0115
OAR 581-021-0037
OAR 581-022-2220
OAR 851-047-0030
OAR 851-047-0040

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

Corrected 8/08/22

Code: JHCD/JHCDA-AR
Revised/Reviewed: 1/04/07; 6/09/10; 2/12/14; 4/08/15; 6/08/16; 6/13/18
Orig. Code: JHCD-AR

Medications**

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated personnel, or may be permitted to administer prescription or nonprescription medication to themself.

1. Definitions

   a. "Medication" means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies.
   b. "Prescription medication" means any medication that under federal or state law requires a prescription by~~from~~ a prescriber.
   c. "Nonprescription medication" means medication that under federal law does not require a prescription from a prescriber.
   d. "Adrenal crisis" means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.
   e. "Adrenal insufficiency" means adrenal insufficiency as defined in ORS 433.800.
   f. "Notice of a diagnosis of adrenal insufficiency" means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student's primary care provider that includes the student's diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.
   g. "Prescriber[1]" means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state~~State~~ of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the state~~State~~ of Oregon, an optometrist licensed by the Board of Optometry for the state~~State~~ of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.
   h. "Qualified trainer" means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a

[1] A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

i. "Severe allergy" means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.

j. "Asthma" means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.

k. "Designated personnel" means the school personnel ~~is~~ designated to administer medication pursuant to district policy and procedure.

2. Designated Staff~~Personnel~~/Training

a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program~~programs~~ on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.

b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.

c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life -threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.

d. A copy of the district's policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.

e. A statement that the ~~Documentation of training signed by the~~ designated personnel has received~~and~~ the required training ~~trainer~~ will be filed in the district~~school~~ office.

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person believes~~personnel believe,~~ in good faith~~,~~ is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-

school care program on school-owned property and in transit to or from a school or a school-sponsored activity, may be treated by designated personnel and shall be subject to the following:

a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal will designate one or more school personnel to be responsible for administering the medication to treat adrenal insufficiency;
b. The designated personnel will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health Authority~~authority~~;
c. The student or the student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;

   The district will require the development of an individualized health care plan for the student that includes protocols for preventing exposures to allergens, and establishes if or when a student may self-carry prescription medication when the student has not been approved to self-administer medication;
d. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

5. Administering Medication to a Student

   a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:

      (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:

         (a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
         (b) The written instruction from the prescriber for the administration of the medication to the student that includes:

            (i) Name of the student;
            (ii) Name of the medication;
            (iii) Method of administration;
            (iv) Dosage;
            (v) Frequency of administration;
            (vi) Other special instructions from the prescriber, if any; and
            (vii) Signature of the prescriber.

            The prescription label prepared by a pharmacist at the direction of the prescriber, will be considered to meet this requirement if it contains the information listed in (i)-(vi) above.

(2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:

(a) The nonprescription medication is necessary for the student to remain in school;
(b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
(c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Method of administration;
(iv) Dosage;
(v) Frequency of administration;
(vi) Other special instructions~~instruction~~, if any; and
(vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

(d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;

e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;

f. Any error in administration of a medication will be reported to the ~~school nurse and~~ parent or guardian immediately, except where a student is allowed to seek medical care without parental consent, and documentation will~~. Documentation shall~~ be made on the district's Accident/Incident Report form. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;~~.~~

g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

6. Administration of Medication by a Student to Themself

a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themself without assistance from designated personnel and is subject to the following:

(1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:

(a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;

(b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program~~programs~~ on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment~~acknowledgement~~ that the student has been instructed in the correct and responsible use of the prescribed medication;

(c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.

(2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;

(b) The student's name affixed to the manufacturer's original container; and

(c) The permission to self-administer medication from a building administrator.

(3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
(b) A written order from the student's prescriber that includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. The student may have in their~~his/her~~ possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup~~back up~~ medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;~~.~~
e. Upon written request from a parent or guardian, and with a prescribero's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;~~.~~
f. A student shall not administer medication to themself until the necessary permission form and written instructions have been submitted as required by the district;~~.~~
g. Permission for a student to administer medication to themself may be revoked if the student violates the Board~~board~~ policy and/or this administrative regulation;~~.~~
h. A student may be subject to discipline, up to and including expulsion, as appropriate;~~.~~
i. A student permitted to administer medication to themself may be monitored by designated personnel to monitor the student's response to the medication.

7. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students

a. Medication administered by designated personnel to a student or self ~~-~~administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.
b. Medication ~~All medication~~ in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant~~anti-convulsant~~, narcotic analgesic or psychotropic medication will~~shall be stored in the locked cabinet in the health office. It shall~~ be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will

be reported to the principal ~~and school nurse~~ immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.

c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.

d. Medication will be secured as follows:

(1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box used solely for the storage of medication;

(2) Medications requiring refrigeration will be stored in a ~~separate refrigerator used solely for the storage of medication~~locked box in a refrigerator;

(3) Access to medication storage keys will be limited to the principal and designated personnel.

e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.~~;~~

f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

8. Emergency Response

a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian, school nurse and principal will be notified immediately.

b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately~~and school nurse~~, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.

c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

9. Disposal of Medications

a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a nonrecoverable~~non-recoverable~~ fashion as follows:

(1) Medication will be removed from its original container and personal information will be destroyed;

(2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and

(3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and

(4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

Prescriptions will be flushed down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so.

Other medication will be disposed of in accordance with established training procedures including sharps and glass.

b. All medication will be disposed of by designated personnel in the presence of another school employee and documented as described in Section 10, below.

10. Transcribing, Recording and Record Keeping

a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:

(1) The name of the student, name of ~~the~~ medication, dosage, ~~and~~ method of administration ~~of medication administered~~, date and time of administration, frequency of administration and the name of the person administering the medication;
(2) Student refusals of medication;
(3) Errors in administration of medication;
(4) Incidents of emergency and minor adverse reaction by a student to medication;
(5) Discrepancies in medication supply;
(6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the ~~school~~ staff involved.

b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate~~,~~ medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or individualized education program~~plan~~. Records will be retained in accordance with applicable provisions of OAR 166-400~~414~~-0010(17~~-(22), (23~~) and OAR 166-400-0060(29~~(24~~).

c. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their~~his/her~~ parent or guardian. Information may be shared with other staff with a legitimate educational interest in the student or others as may be authorized by the parent or guardian in writing or others as allowed under state and federal law.

Corrected 8/08/22

Code: JHF
Adopted: 6/09/10
Revised/Readopted: 6/13/18
Orig. Code: JHF

Student Safety

The Board~~board~~ directs the development and approval of a comprehensive safety program~~Health, Safety and Emergency Plan~~. The plan is designed to assure every student a safe, healthy environment in which to learn. The plan will comply with federal, state and local laws and regulations and with Board policy.

Local building safety and health committees will ensure that general safety regulations are reviewed with staff and students, as appropriate, to assure student safety.

Instruction in professional technical courses and other offerings such as science, family and consumer studies~~homemaking~~, art and physical education will include and emphasize accident prevention.

Safety instruction will assist students to:

1. Learn how to work, play and exercise safely, and to prevent accidents;

2. Learn proper procedures to reduce the possibility of accidents;

3. Develop habits of good cleanliness~~housekeeping~~, proper storage and proper handling of materials;

4. Become familiar with personal protective equipment and the proper clothing to be worn for safety purposes;

5. Develop skills in the safe use of tools and equipment;

6. Learn how to cooperate with others in the promotion and operation of a safety program in the school;

7. Respond to emergency situations in all settings.

Safety instruction will precede the use of materials and equipment by students in applicable units of work in the courses listed above. Instructors will teach and enforce all safety rules set up for these particular courses. Rules will include, but not be limited to, wearing personal protective equipment in appropriate activities.

Students will be asked to sign off upon completion of reading safety policies and materials and upon the completion of safety instruction.

A student will report any accident sustained ~~by him/herself~~ while on district property to a district staff member. ALL accidents will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

END OF POLICY

Legal Reference(s):

ORS 329.095 OAR 581-022-2225

Corrected 7/11/22

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

Supervision of Students**

All~~The board expects all~~ students are to be under assigned adult supervision when they are in school (in a classroom or any other area), traveling under school auspices or engaging in school-sponsored activities.

Personnel assigned this supervision are expected to act as prudent adults in providing for the safety of students in their charge. ~~Such personnel are responsible for the conduct and safety of those students assigned to him/her for any given period.~~

No~~In keeping with this expected prudence, no~~ teacher or other staff member will leave their~~his/her~~ assigned group unsupervised except in an emergency situation when other arrangements have been made.

During school hours, or while engaging in school-sponsored activities, students will be released only into the custody of parents or other persons designated by the parents.

END OF POLICY

Legal Reference(s):

ORS 332.072 ORS 332.107

Corrected 7/11/22

Code: JHFD
Adopted: 4/13/11
Orig. Code: JHFD

Student Vehicle Use

All students who drive vehicles to school are subject to parking and driving rules developed by the district.

The district shall require all students parking vehicles on district property on a regular basis to show evidence~~:~~ ~~T~~that the:

1. Student ~~student~~ driving the vehicle holds a valid driver's license;

2. Vehicle~~That the vehicle~~ is currently registered;

3. Student~~That the student~~ driving is insured under a motor vehicle liability insurance policy or other satisfactory proof of compliance with the financial responsibility requirements of the state;

4. Vehicle~~That the vehicle~~ is in compliance with district rules by displaying the appropriate identification.

Parking privileges will be subject to the specific requirements of this policy and any other applicable policy and/or rules of the district. Parking privileges, including driving on district property, may be revoked by the principal for violations of Board~~board~~ policies, administrative regulations or school rules.

The district will post appropriate parking signs.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.445
ORS 339.270
ORS 806.060 to -806.080
OAR 581-021-0050

Corrected 7/11/22

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

Suspension of Driving Privileges

The district may file a written request with the Department of Transportation to have a student's driving privileges revoked or their right to apply for driving privileges if the student is at least 15 years of age and the student has been expelled for a "weapons" violation or has been suspended or expelled at least twice for assaulting or menacing a district employee or another student, for willful damage or injury to district property or for use of threats, intimidation, harassment or coercion against a school employee or another student or possessing, using or delivering any controlled substance or being under the influence of any controlled substance at a school or on school property or at a school-sponsored activity, function or event.

Before such a request is submitted the superintendent will meet with the parent or guardian of the student to outline the reason for the request.

The first request for such action will be for a one year suspension of driving privileges and a second request will be until the student is 21 years old.

A student may appeal the decision of the superintendent regarding driving privileges to the board under the due process procedures for suspensions and expulsions.

Withdrawal

The superintendent may, under Oregon Revised Statute (ORS) 339.257, notify ODOT of the withdrawal from school of a student who is at least 15 years of age and under 18 years of age.

Upon receipt of the district's notice that a student has withdrawn from school, ODOT shall notify the student that driving privileges will be suspended on the 30th day following the date of notice unless the student presents documentation that complies with ORS 807.066. For purposes of this policy, a student shall be considered to have withdrawn from school if the student has:

1. More than 10 consecutive school days of unexcused absences; or

2. Fifteen school days total of unexcused absences during a single semester.

END OF POLICY

Legal Reference(s):

ORS 192.660
ORS 332.061
ORS 336.615 - 336.665
ORS 339.240
ORS 339.250
ORS 339.254
ORS 339.257
ORS 807.065
ORS 807.066
ORS 807.240
OAR 581-021-0065
OAR 581-021-0070

Corrected 7/11/22

Code: JHFDA-AR(1)
Revised/Reviewed: 4/12/06; 6/09/10
Orig. Code: JHFDA-AR(1)

Procedures for Suspended Driving Privilege - Conduct

Name of Student _____

Address of Student _____

Date of Birth _____ ODL Number (if applicable) _____

Number of requests for suspension on this student: □ one □ two or more

Type of privilege requested for suspension:

□ Driving privilege
□ Application for driving privilege

Length of suspension requested:

□ No more than one year
□ Six months
□ Six weeks
□ Other

If two or more requests for suspension have been made on this student:

□ Two years
□ Until student is 21 years of age
□ Other _____

Type of infraction:

□ Expelled for bringing a weapon on school property.
□ Suspended or expelled at least twice for assaulting or menacing a school employee or another student, for willful damage or injury to district property or for use of threats, intimidation, harassment or coercion against a district employee or another student, possessing, using or delivering a controlled substance or being under the influence of a controlled substance at a school or on school property or at a school-sponsored activity, function or event.

This written request is submitted on _____ by:

Name: _____ Title: _____

District: _____ Date: _____

Corrected 7/11/22

Code: JHFDA-AR(2)
Revised/Reviewed: 4/12/06; 6/09/10
Orig. Code: JHFDA-AR(2)

Notice of Withdrawal

Student Name (Print Last, First, Middle)		
Student Address Code	City State Zip	
Date of Birth (MM/DD/YYYY)	Oregon Driver License/ID Number (If Known)	Last Day of Attendance (MM/DD/YYYY)
I hereby notify the Department of Transportation to suspend the driving privileges of the above named student because the student is considered to have withdrawn from school per ORS 339.257 (2). The policy adopted under ORS 339.257 meets all requirements of the law including: The number of days of unexcused absence; the age of the student; and, a provision allowing the student to appeal this decision.		
Name of District or Private School		Telephone Number ( )
Address Code	City State Zip	
Title: ☐ District Superintendent ☐ School Board Member/Superintendent ☐ Authorized Representative of Private School		
Name of Authorized Person (Please Print)		
Signature X		Date

735-7186 (-00) White copy to DMV, Yellow copy for your records STK# 300161

Corrected 7/11/22

Code: JHFE
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 5/14/14
Orig. Code: JHFE

Reporting of Suspected Child Abuse

Any district employee who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse or neglect, as defined in state law, by any adult or by a student with whom the employee is in contact has abused a child, will immediately notify the Oregon Department of Human Services or the local law enforcement agency.

The district employee shall also immediately inform their supervisor, principal or superintendent.

Abuse of a child by district employees or by students will not be tolerated. All district employees are subject to this policy and the accompanying administrative regulation. If a district employee is a suspected abuser, reporting requirements remain the same. The district will designate the superintendent to receive reports of abuse of a child by district employees and specify the procedures to be followed upon receipt of an abuse report. In the event the designated person is the suspected abuser, the personnel director shall receive the report of abuse. The district will post in each school building the name and contact information of the person designated to receive child abuse reports as well as the procedures the personnel director will follow upon receipt of a report. When the personnel director takes action on the report, the person who initiated the report must be notified.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

Upon request, the district shall provide records of investigations of suspected abuse of a child by a district employee or former district employee to law enforcement, Oregon Department of Human Services or Teachers Standards and Practices Commission.

Any district employee participating in good faith in the making of a report, pursuant to this policy and Oregon law and who has reasonable grounds for the making thereof, shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of any such report. Further, the initiation of a report in good faith about suspected abuse of a child may not adversely affect any terms or conditions of employment or the work environment of the complainant. If a student initiates a report of suspected abuse of a child by a district employee or a student, in good faith, the student will not be disciplined by the Board or any district employee. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall establish written procedures to provide annual training: 1) for district staff in the prevention and identification of abuse of a child and on the obligations of district employees under ORS 419B.005, as directed by Board policy, to report suspected abuse of a child; 2) for parents and legal guardians of students attending district schools on the prevention, identification of abuse of a child and the

obligation of district employees to report suspected abuse of a child, separate from district staff training; and 3) designed to prevent abuse of a child available to students attending district-operated schools. The superintendent shall implement such regulations as are necessary to accomplish the intent of this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 339.370 to-339.400
ORS 418.746 to-418.751
ORS 419B.005 to-419B.050
OAR 581-022-0711

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

Corrected 7/11/22

DELETE

Code: JHFE-AR(1)
Revised/Reviewed: 6/09/10; 2/14/13; 6/13/18
Orig. Code: JHFE-AR(1)

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that any child with whom the employee comes in contact has suffered abuse, or that any person with whom the employee comes in contact has abused a child, shall orally report or cause an oral report to be immediately made by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or to a law enforcement agency within the county where the person making the report is at the time of the contact. The district employee shall immediately inform their supervisor, principal or superintendent. If known, such report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, the explanation given for the suspected abuse, any other information which the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

A written record of the abuse report shall be made by the employee suspecting the abuse of a child. The written record may be made using the Reynolds School District Abuse Reporting Form which includes at a minimum:

1. The name and position of the person making the report;
2. The names and addresses of the child and of the parents of the child or other persons responsible for the child's care and the age of the child;
3. The name and position of any witness to the report;
4. A description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser;
5. A description of how the report was made (i.e. phone or other method);
6. The name of the agency and individual who took the report;
7. The date and time that the report was made; and
8. The names of persons who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the employee's supervisor and superintendent.

When the district receives a report of suspected abuse of a child by one of its employees, and the superintendent determines that there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave until the DHS or a law enforcement agency either: 1) determines that the report is unfounded or that the report will not be pursued; or 2) determines that the report is founded and the education provider takes the appropriate disciplinary action against the district employee. If the DHS or a law enforcement agency is unable to determine whether the abuse occurred the district may either reinstate the employee or take disciplinary action at the district's discretion.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

Definitions

1. Oregon law recognizes these types of abuse:

    a. Physical;
    b. Neglect;
    c. Mental injury;
    d. Threat of harm;
    e. Sexual abuse and sexual exploitation.

2. "Child" means an unmarried person who is under 18 years of age.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

The disciplinary records of a district employee or former district employee convicted of a crime listed in Oregon Revised Statute (ORS) 342.143 are not exempt from disclosure under ORS 192.501 or 192.502. Therefore, if a district employee or former employee is convicted of a crime listed in ORS 342.143, the district that is or was the employer of that employee when the crime was committed shall disclose the disciplinary records of the employee to any person upon request. However, prior to the disclosure of a disciplinary record the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form. Failure to complete the appropriate form may result in the administrator's refusal to allow the student interview on school property. The principal or designee shall make a photo copy of the warrant or court order and badge or badge number and identification card and attach to the Abuse of a Child Investigation Conducted on District Premises form. If the student is to be interviewed at the school, the principal or representative shall make a conference space available. The principal or representative of the school may at the discretion of the investigator, be present to facilitate the interview. Law enforcement officers wishing to interview or remove a student from the premises shall present themselves at the office and contact the principal or representative. The officer shall sign the student out on a form to be provided by the school;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents;

3. The principal or representative shall advise the investigator of any conditions of disability prior to any interview with the affected child;

4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Corrected 7/11/22

DELETE

Code: JHFE-AR(2)
Revised/Reviewed: 6/13/18
Orig. Code: JHFE-AR(2)

Abuse of a Child Investigations Conducted on District Premises

An investigation of a report of abuse of a child may be conducted on school premises by an investigator from the Department of Human Services (DHS) or a law enforcement agency according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

The investigator shall be advised by a school administrator or a school staff member of a child's disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

I, _____ (name of investigator or worker), am directing _____ (district staff member) not to notify any person, including the parent or guardian of _____ (name of student), other than the Department of Human Services (DHS) or law enforcement agency, of this investigation and directing _____ (name of district staff member) not to disclose any information obtained during the investigation pursuant to ORS 419B.045. The DHS or law enforcement agency are responsible for notifying the parents or guardians regarding the investigation pursuant to Oregon Administrative Rule (OAR) 413-015-0420. Pursuant to ORS 419B.045, DHS will assume liability and indemnify the district and its staff for complying with this order.

_____ Worker/Investigator Badge or ID Number

_____ Name of Agency

_____ Name of Worker's/Investigator's Supervisor

_____ Supervisor Contact Information

_____ Investigator Signature

_____ Date

FOR COMPLETION BY DISTRICT STAFF

_____ Name of Administrator Notified

☐ Student not available for interview

☐ Student refused to be interviewed

☐ Administrator participated in interview

This form should be placed in a separate secure file and not in the student's file.

Code: JHFE/GBNAB
Adopted:

Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse[1] shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that **any person**[2] with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors[3], agents[4], volunteers[5], or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator.

PROPOSED

[1] Includes the neglect of a child; abuse is defined in ORS 419B.005.

[2] "Person" could include adult, student or other child.

[3] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

[4] "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

[5] "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a {[6]}licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the executive director of human capital management who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-

[6] {ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual abuse for a school building in the respective school building. A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.}

operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;

2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail, using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 339.370 - 339.400
ORS 418.257 - 418.259
ORS 419B.005 - 419B.050
OAR 581-022-2205

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021).

Corrected 8/03/22

Code: JHFE/GBNAB-AR(1)
Adopted:

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse[1] shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**[2] with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the DHS or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator or alternate licensed administrator for their school building.

If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the executive director of human capital management who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of district administrator who received a copy of the written report.

[1] Includes the neglect of a child; abuse is defined in ORS 419B.005.

[2] "Person" could include adult, student or other child.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave[3] and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. [The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated[4] and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement, if applicable, or through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Definitions

1. Oregon law recognizes these and other types of abuse:

    a. Physical;
    b. Neglect;
    c. Mental injury;

[3] The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[4] The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

d. Threat of harm;
e. Sexual abuse and sexual exploitation.

2. "Child" means an unmarried person who is under 18 years of age or is under 21 years of age and residing in or receiving care or services at a child-caring agency.

3. A "substantiated report" means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator's refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

   Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;

3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;

4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

Corrected 8/03/22

PROPOSED

Code: JHFE/GBNAB-AR(2)
Revised/Reviewed:

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

Investigator Name (Printed)

Name of Agency

Name of Worker's/Investigator's Supervisor

Supervisor Contact Information

Investigator Position and Badge or ID Number

Student Name

School

Investigator Signature

Date

☐ Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

□ Student not available for interview
□ Student refused to be interviewed
□ Administrator participated in interview

Name of Administrator Notified

Name of Office Staff Involved

Name of Participating Administrator

This form should be placed in a separate secure file and not in the student's file.

PROPOSED

Code: JHFF
Adopted: 6/09/10
Revised/Readopted: 8/14/13; 2/12/14
Orig. Code: JHFF

Reporting Requirements Regarding Sexual Conduct with Students

Sexual conduct by district/school employees as defined by Oregon law will not be tolerated. All district employees are subject to this policy.

"Sexual conduct" as defined by Oregon law is any verbal or physical or other conduct by a school employee that is sexual in nature; directed toward a kindergarten through grade 12 student; unreasonably interferes with a student's educational performance; and creates an intimidating, hostile or offensive educational environment. The definition for sexual conduct does not include behavior that would be considered child abuse as outlined by Oregon law and district Board policy JHFE and JHFE-AR - Reporting of Suspected Child Abuse.

Any district/school employee who has reasonable cause to believe that another district/school employee or volunteer has engaged in sexual conduct with a student must immediately notify their supervisor or the person identified by the district to receive such reports.

When the district receives a report of suspected sexual conduct by a district employee, the district may decide to place the employee on paid administrative leave or in a position that does not involve direct, unsupervised contact with students while conducting an investigation. An investigation is a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the complainant, witnesses and the district employee who is the subject of the report. The investigation must meet any negotiated standards of an employment contract or agreement.

If, following the investigation, the report is substantiated, the district will inform the employee that the report has been substantiated and provide information regarding the appeal process. A substantiated report is one that: a) an educational provider has reasonable cause to believe is founded based on the available evidence after conducting an investigation; and b) involves conduct that the educational provider determines is sufficiently serious to be documented in the employee's personnel file.

If the employee decides not to appeal the determination or if the determination is sustained after an appeal, a record of the substantiated report will be placed in the employee's personnel file. The employee will be notified that this information may be disclosed to a potential employer.

The district will post in each school building the name and contact information of the person designated to receive sexual conduct reports, as well as the procedures the human resources director will follow upon receipt of a report. In the event that the designated person is the suspected perpetrator, the Superintendent shall receive the report. When the human resources director takes action on the report, the person who initiated the report must be notified.

The initiation of a report in good faith about suspected employee sexual conduct with students may not adversely affect any terms or conditions of employment or the work environment of the complainant. If a student initiates a report of suspected sexual conduct by a district employee in good faith, the student will not be disciplined by the board or any district employee.

The district will provide annual training to district employees, parents and students regarding the prevention and identification of sexual conduct. The district will provide to employees at the time of hire a description of conduct that may constitute sexual conduct and a description of records subject to disclosure if a sexual conduct report is substantiated.

Educational providers shall follow hiring and reporting procedures as outlined in Oregon Revised Statute (ORS) 339.370 for all district employees.

END OF POLICY

Legal Reference(s):

ORS 339.370 to-339.400
ORS 418.746 to-418.751
ORS 419B.005 to-419B.045

Corrected 7/11/22

DELETE

Code: JHFF/GBNAA
Adopted:

Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by district employees, contractors[1], agents[2], and volunteers[3] is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

[4]"Sexual conduct," means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student's educational performance, or of creating an intimidating or hostile educational environment. "Sexual conduct" does not include touching or other physical contact that is necessitated by the nature of the school employee's job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

"Student" means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

[1] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

[2] "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

[3] "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

[4] This definition of "sexual conduct" affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

Any district employee , contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the {[5]}designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the executive director of human capital management who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district

[5] { ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual conduct for a school building in the respective school building. A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.}

PROPOSED

employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).
House Bill 2136 (2021).
Senate Bill 51 (2021).

Corrected 8/03/22

PROPOSED

Code: GBNAA/JHFF-AR(1)
Revised/Reviewed:

Suspected Sexual Conduct Report Procedures and Forms

The district posts in each school building the names and contact information of the district employees designated for the respective school building to receive reports of suspected sexual conduct and the procedures the designee(s) will follow upon receipt of the report.

When a designated licensed administrator[1] receives a report of suspected sexual conduct that may have been committed by a commission licensee[2], the designee shall notify Teacher Standards and Practices Commission (TSPC). The designee shall notify the Oregon Department of Education (ODE) if the administrator receives a report of suspected sexual conduct that may have been committed by a school employee, contractor, agent or volunteer that is not a commission licensee.

If the superintendent is the alleged perpetrator the report shall be submitted to the executive director of human capital management who shall refer the report to the Board chair.

The district will investigate all reports of suspected sexual conduct, unless otherwise requested by TSPC or ODE as appropriate.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave[3] and take necessary actions to ensure the student's safety. The employee shall remain on leave until TSPC[4] or ODE[5] determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not been violated and an employment action against the employee is not required.

When the designee receives a report of suspected sexual conduct by a contractor, an agent or a volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. The

[1] A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

[2] "Commission licensee," as is defined in ORS 342.120 (as amended by HB 2136 (2021)), means a person whom the TSPC has authority to investigate or discipline because the person is enrolled in an approved educator preparation program, is an applicant for a TSPC license or registration, holds a license or registration issued by TSPC, or has held a license or registration issued by the TSPC at any time during the previous five years.

[3] The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[4] TSPC investigates reports on commission licensees.

[5] ODE investigates reports on persons who are not commission licensees.

district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE, as appropriate, that the report is unsubstantiated.

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

An "investigation" means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

A "substantiated report" means a report of sexual conduct that TSPC or ODE determines is founded.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement, if applicable, or appeal through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Training

The district shall provide information and training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;

2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and

3. Appropriate electronic communications with students.

PROPOSED

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees.

The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;

2. Obligations of district employees under adopted board policies to report suspected sexual conduct; and

3. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.

Corrected 8/03/22

PROPOSED

Code: GBNAA/JHFF-AR(2)
Revised/Reviewed:

Suspected Sexual Conduct Report Form

Name of person making report: _____

Position of person making report: _____

Name of person suspected of sexual conduct: _____

Date and place of incident or incidents: _____

_____

Description of suspected sexual conduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

A witness disclosure form is attached.

Witness Disclosure Form

Name of witness: _____

Position of witness: _____

Date of testimony/interview: _____

Description of instance witnessed: _____

_____

_____

_____

_____

Any other information: _____

_____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Code: JHH
Adopted: 2/24/21
Orig. Code: JHH

Student Suicide Prevention**

The district shall develop a comprehensive student suicide prevention plan for students in kindergarten through grade 12.

The district may consult with state or national suicide prevention organizations, the Oregon Department of Education (ODE), school-based mental health professionals, parents, guardians, employees, students, administrators and school boards associations when developing the required plan.

The plan shall include, at a minimum:

1. Procedures relating to suicide prevention, intervention and activities that reduce risk and promote healing after a suicide;

2. Identification of the school officials responsible for responding to reports of suicidal risk;

3. A procedure by which a person may request the district to review the actions of a school in responding to suicidal risk;

4. Methods to address the needs of high-risk groups, including:

    a. Youth bereaved by suicide;
    b. Youth with disabilities, mental illness or substance abuse disorders;
    c. Youth experiencing homelessness or out of home settings, such as foster care; and
    d. Lesbian, gay, bisexual, transgender, queer and other minority gender identity and sexual orientation, Native American, Black, Latinx, and Asian students.

5. A description of, and materials for, any training to be provided to employees as part of the plan, which must include:

    a. When and how to refer youth and their families to appropriate mental health services; and
    b. Programs that can be completed through self-review of suitable suicide prevention materials.

6. Supports that are culturally and linguistically responsive;

7. Procedures for reentry into a school environment following a hospitalization or behavioral health crisis[1]; and

8. A process for designating staff to be trained in an evidence-based suicide prevention program.[2]

The plan must be written to ensure that a district employee acts only within the authorization and scope of the employee's credentials or licenses.

The plan must be available annually to the community of the district, including district students, their parents and guardians, and employees and volunteers of the district, and readily available at the district office and on the district website.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.343 OAR 581-022-2510

Corrected 7/11/22

[1] "Behavioral health crisis" as defined by Oregon Administrative Rule (OAR) 581-022-2510, means a disruption in an individual's mental or emotional stability or functioning resulting in an urgent need for immediate treatment to prevent a serious deterioration in the individual's mental or physical health.

[2] ODE will provide a list of available programs.

Code: JHHB
Adopted:

Trauma Informed Schools

A trauma informed approach to education is intended to improve attendance, graduation rates and reduce incidents of behaviors that can inhibit learning.

The district recognizes that the developmental impact of childhood and historical trauma increases student risk for, but not limited to, academic failure, severe attendance problems, severe school behavior concerns and possible chronic health concerns; which negatively impacts student engagement and learning.

The district is committed to providing trauma informed schools and culturally responsive programs where all students feel included, welcomed, valued and supported; and where addressing trauma's impact on learning schoolwide is integral to the district's educational mission.

The district will strive to create physically and emotionally safe, and culturally responsive environments for all staff, students and families through effective professional development in school procedures and school practices and instruction in the following areas: 1) understanding the widespread impact of trauma and the role of schools in promoting resiliency; 2) recognizing the signs and symptoms of trauma in students, families and staff; and 3) integrating knowledge about trauma and social emotional learning ~~in children~~explicitly for our students.

The superintendent or designee is directed to implement a trauma informed approach to education through the application of culturally responsive trauma informed practices in the district's schools and programs.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 8/03/22

Code: JN
Adopted: 4/13/11
Revised/Readopted: 10/11/17
Orig. Code: JN

Student Fees, Fines and Charges**

The Board~~board~~ recognizes the need for student fees to fund certain school activities which are not sufficiently funded by the district.

No student will be denied an education because of their~~his/her~~ inability to pay supplementary fees.

No student, however, is exempt from charges for lost or damaged books, locks, materials, supplies and equipment.

All student fees and charges, both optional and required, will be listed and described annually in the student/parent handbook, or in some other written form, and distributed to each student. Students will be advised of the due dates for such fees and charges as well as of possible penalties for failure to pay them.

In accordance with the law and with board policy, restrictions and/or penalties may be imposed until such fees, fines or charges are paid.

The district may waive all or a portion of the debt if one of the following conditions are met:

1. The district determines that the student or the parent or guardian of the student is unable to pay the debt;

2. The payment of the debt could impact the health or safety of the student;

3. The cost to notify the student and his/her parents would cost more than the potential total debt collected relating to the notice; or

4. There are mitigating circumstances as determined by the superintendent of the district that preclude the collection of the debt.

Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in Oregon Revised Statute (ORS) 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Prior to collection of debts, the superintendent will ensure that notice has been provided as required by ORS 339.270.

END OF POLICY

Legal Reference(s):

ORS 326.565	ORS 339.115	ORS 339.270
ORS 326.575	ORS 339.155	

Corrected 7/11/22

Code: JO/IGBAB
Adopted: 12/08/10
Revised/Readopted: 3/13/13; 10/11/17
Orig. Code: JO/IGBAB

Education Records/Records of Students with Disabilities**

"Education records" are those records maintained by the district that are directly related to a student.

The primary reason for the keeping and maintaining of education records for students is to help the individual student in his/her educational development by providing pertinent information for the student, his/her teachers and his/her parents. These records also serve as an important source of information to assist students in seeking productive employment and/or post-high school education.

The district shall maintain confidential education records of students in a manner that conforms with state and federal laws and regulations.

Information recorded on official education records should be carefully selected, accurate, verifiable and should have a direct and significant bearing upon the student's educational development.

The district annually notifies parents or adult students that it forwards educational records requested by an educational agency or institution in which the student seeks to enroll or receive services, including special education evaluation services.

~~The district may impose certain restrictions and/or penalties until fees, fines or damages are paid. Records requested by another district to determine a student's appropriate placement may not be withheld. Students or parents will receive written notice at least 10 days in advance of withholding stating the district's intent to withhold records until the debt is paid. The notice will include the reason the student owes money to the district, an itemization of the fees, fines or damages owed and the right of parents to request a hearing. The notice will also state that the district may pursue the matter through a private collection agency or other method available to the district. The district may waive fees, fines and charges if the student or parents cannot pay, the payment of the debt could impact the health and safety of the student or if the cost of collection would be more than the total collected or there are mitigating circumstances, as determined by the superintendent.~~

The district shall comply with a request from parents or an adult student to inspect and review records without unnecessary delay. The district provides to parents of a student with a disability or to an adult student with a disability the opportunity at any reasonable time to examine all of the records of the district pertaining to the student's identification, evaluation, educational placement and free appropriate public education. The district provides parents or an adult student, on request, a list of the types and locations of education records collected, maintained and used by the district.

The district annually notifies parents of all students, including adult students, currently in attendance that they have to right to:

1. Inspect and review the student's records;

2. Request the amendment of the student's educational records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;

3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the student educational record rules authorize disclosure without consent. (See Boardboard policy JOB – Personally Identifiable Information);

4. File with the U.S. Department of Education a complaint concerning alleged failures by the district to comply with the requirements of the Family Educational Rights and Privacy Act; and

5. Obtain a copy of the district's education records policy.

TheRegarding records to be released to district officials within the agency, the district's notice includes criteria for determining legitimate educational interest and the criteria for determining which school officials within the agency have legitimate educational interests. School officials may also include a volunteer or contractor who performs an institutional service on behalf of the school.

The district annually notifies parents and adult students of what it considers to be directory information and the disclosure of such. (See Boardboard policy JOA – Directory Information)).

The district shall give full rights to education records to either parent, unless the district has been provided legal evidence that specifically revokes these rights. Once the student reaches age 18, those rights transfer to the student.

A copy of this policy and administrative regulation shall be made available upon request to parents and students 18 years of age or older or an emancipated student and the general public.

Records requested by another district to determine a student's appropriate placement may not be withheld.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 107.154
ORS 326.565
ORS 326.575
ORS 326.580
ORS 339.270
ORS 343.177(3)
OAR 166-400-0010 to -166-400-0065
OAR 581-021-0220 to -0430
OAR 581-022-2260
OAR 581-022-2270

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 300.501 (2017).

Corrected 7/11/22

Code: JO/IGBAB-AR
Revised/Reviewed: 1/04/07; 12/08/10; 3/13/13; 5/14/14
Orig. Code: JO-AR

Education Records/Records of Students with Disabilities Management

Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however~~. However~~, this does not include the following:

1. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;

2. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;

3. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which~~that~~ relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of ~~his/her~~their status as a student, are education records and are not excepted under this section;

4. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary~~post-secondary~~ education, that are:

   a. Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in ~~his/her~~their professional capacity or assisting in a paraprofessional capacity;
   b. Made, maintained or used only in connection with treatment of the student; and
   c. Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.

5. Records that only contain information relating to activities in which an individual engaged after ~~he/she is~~they are no longer a student at the district;

6. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

1. Name and address of educational agency or institution;

2. Full legal name of the student;

3. Student birth date and place of birth;

4. Names~~Name~~ of parents;

5. Date of entry in school;

6. Name of school previously attended;

7. Courses of study and marks received;

8. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;

9. Credits earned;

10. Attendance;

11. Date of withdrawal from school; and

12. Such additional information as the district may prescribe.

The district may also request the social security number of the student and will include the social security number on the permanent record only if the eligible student or parent complies with the request. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

Confidentiality of Student Records

1. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.

2. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.

3. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.

4. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are~~would~~ reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

1. Inspect and review the student's~~students~~ education records;

2. Request the amendment of the student's~~students~~ education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's~~student~~ privacy or other rights;

3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;

4. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § ~~CFR §~~99.64 concerning alleged failures by the district to comply with the requirements of federal law; and

5. Obtain a copy of the district policy with regard~~regards~~ to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255.~~0250 (1)(m) within 10 days of receiving the request.~~ The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence ~~that~~ there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of postsecondary~~post-secondary~~ education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

~~The parent(s) or eligible student shall comply with the following procedure to inspect and review a student's education record:~~

~~1. Provide a written, dated request to inspect a student's education record;~~

~~2. State the specific reason for requesting the inspection. The written request will be permanently added to the student's education record.~~

The district shall comply with a request for access to records~~a student's education record~~:

1. Within a reasonable period of time and without unnecessary delay;

2. For children with disabilities before any meeting regarding an individualized education program (IEP),~~,~~ or any due process hearing, or any resolution session related to a due process hearing;

3. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

1. Provide a written, dated request to inspect a student's education record; and

2. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220 (6)(b)(D), the eligible student or student's parent(s) may, at ~~his/her~~their expense, have those records reviewed by a physician or other appropriate professional of ~~his/her~~their choice.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345~~501~~ (4) unless authorized by federal law.

The district may deny a request for a copy or copies of the education record when the district believes that a legitimate cause exists for such a denial, including but not limited to, a request to copy the education

record that would require the education record to be copied off district property or copied by an individual other than district personnel.

Any such fees will be established by the superintendent to reasonably reimburse the district for actual costs of making copies of the education records.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

~~All s~~Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The administrator/principal or ~~his/her~~ designee shall be the person responsible for maintaining and releasing the education records.

Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

1. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

   As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs~~need~~ to review an educational record in order to fulfill his or her professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

   The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

2. The disclosure is to officials of another school within the district;

3. The disclosure is to authorized representatives of the U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

   The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

   a. Determine eligibility for the aid;

b. Determine the amount of the aid;
c. Determine the conditions for the aid; or
d. Enforce the terms and condition of the aid.

As used in this section "financial aid" means any payment of funds provided to an individual that is conditioned on the individual's attendance at an educational agency or institution.

4. The disclosure is to organizations conducting studies for, or on behalf of, the district to:

a. Develop, validate or administer predictive tests;
b. Administer student aid programs; or
c. Improve instruction.

5. The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

a. Specifies the purpose, scope and duration of the study and the information to be disclosed;
b. Limits the organization to using the personally identifiable information only for the purpose of the study;
c. The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
d. The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term "organization" includes, but is not limited to, federal, state and local agencies, and independent organizations.

6. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:

a. Designates the individual or entity as an authorized representative;
b. Specifies the personally identifiable information being disclosed;
c. Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state-supported education programs;
d. Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
e. Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
f. Identifies the time period in which the personally identifiable information must be destroyed; and
g. Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

7. The disclosure is to accrediting organizations to carry out their accrediting functions;

8. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;

9. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;

10. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;

11. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

    In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;~~.~~

12. The disclosure is information the district has designated as "directory information" (See Board~~board~~ policy JOA ~~–~~ Directory Information);

13. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;

14. The disclosure is to officials of another school, school system, institution of postsecondary~~post-secondary~~ education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is not limited to, an evaluation or reevaluation~~re-evaluation~~ for purposes of determining whether a student has a disability;

15. The disclosure is to the Board~~board~~ during an executive session pursuant to ORS 332.061;~~.~~

16. The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records;

17. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible

for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

Recordkeeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping~~recordkeeping~~ requirements shall include the parent, eligible student, school official or ~~his/her~~their assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

1. The party or parties who have requested or received personally identifiable information from the education records; and

2. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

1. The parent(s) or an eligible student;

2. The school official or ~~his/her~~ assistants who are responsible for the custody of the records;

3. Those parties authorized by state or federal law for purposes of auditing the record-keeping~~recordkeeping~~ procedures of the district.

Request for Amendment of Student's Education Record

If an eligible student or student's~~students~~ parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's~~students'~~ rights of privacy or other rights, ~~he/she~~they may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's~~students~~ education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of ~~his/her~~their right to appeal the decision by requesting a hearing.

Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

1. The principal or ~~his/her~~ designee;

2. A member chosen by the eligible student or student's parent(s); and

3. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at ~~his/her~~their own expense, be assisted or represented by one or more individuals of ~~his/her~~their own choice, including an attorney.

The hearing~~hearings~~ shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why ~~he/she~~they disagree~~s~~ with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

1. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and

2. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

1. Amend the record accordingly; and

2. Inform the eligible student or the student's parent(s) of the amendment in writing.

Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or~~,~~ detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within 5 days of a~~the~~ request. Readable copies of the following documents shall be retained:

1. The student's permanent records, for one year;

2. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5~~five~~ years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement
Required for use in collecting personally identifiable information
related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

> "Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described."

On the back of the same form, or attached to it, the following statement shall appear:

> "OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace."

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

> The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.

State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.

Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

Corrected 7/11/22

Code: JOA
Adopted: 6/11/09
Revised/Readopted: 6/09/10; 3/13/13; 10/11/17; 6/13/18
Orig. Code: JOA

Directory Information**

"Directory information" means those items of personally identifiable information contained in a student education record which is not generally considered harmful or an invasion of privacy if released. The following categories are designated as directory information. The following directory information may be released to the public through appropriate procedures:

1. Student's name;

2. Student's photograph;

3. Participation in officially recognized sports and activities;

4. Weight and height of athletic team members;

5. Awards received.

Public Notice

The district will give notice to parents of students in attendance and students 18 years of age or emancipated at registration and annually when registration records are updated. The notice shall identify the types of information considered to be directory information, ~~and~~ the district's option to~~policies on~~ release ~~of~~ such information and the requirement that the district must, by law upon request, release secondary students' names, addresses and telephone numbers to military recruiters and/or institutions of higher education, unless parents or guardians or eligible students request the district withhold this information. Such notice will be given prior to release of directory information.

Exclusions

Exclusions from any or all directory categories named as directory information or release of information to military recruiters and/or institutions of higher education must be submitted in writing to the principal by the parent, student 18 years of age or emancipated student within 15 days of annual public notice. A parent or student 18 years of age or an emancipated student~~,~~ may not opt out of directory information to prevent the district from disclosing or requiring a student to disclose their names,~~his or her name,~~ identifier, institutional email address in a class in which the student is enrolled or ~~or to prevent the district~~ from requiring a student to disclose a student ID card or badge that exhibits information that has been properly designated directory information by the district in this policy.

Directory information shall be released only with administrative direction.

Directory information considered by the district to be detrimental will not be released.

Information will not~~should only~~ be given over the telephone except in health and safety emergencies. Staff will document release of directory information in the student file or with notice to school administrator.

At no point will a student's Social Security Number or student identification number be considered directory information. The district shall not, in accordance with state law, disclose personal information for the purpose of enforcement of federal immigration laws.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 107.154
ORS 180.805
ORS 326.565
ORS 326.575
ORS 336.187
OAR 581-021-0220 - 021-0430
OAR 581-022-2060

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Every Student Succeeds Act, 20 U.S.C. § 7908 (2012).

Corrected 7/11/22

Code: JOB
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 3/13/13; 8/14/13
Orig. Code: JOB

Personally Identifiable Information**

Personally identifiable information includes, but is not limited to:

1. Student's name, if excluded from directory information, as requested by the student/parent in writing;

2. Name of the student's parent(s) or other family member;

3. Address of the student or student's family, if excluded from directory information, as requested by the student/parent in writing;

4. Personal identifier such as the student's social security number or student ID number or biometric record;

5. A list of personal characteristics that would make the student's identity easily traceable such as student's date of birth, place of birth and mother's maiden name;

6. Other information alone or in combination that would make the student's identity easily traceable;

7. Other information requested by a person who the district reasonably believes knows the identity of the student to whom the educational record relates.

Prior Consent to Release

Personally identifiable information will not be released without prior signed and dated consent of the parent or the~~,~~ student 18 years of age or older or an emancipated student.

Notice of and/or request for release of personally identifiable information shall specify the records to be disclosed, the purpose of disclosure and the identification of person(s) to whom the disclosure is to be made. Upon request of the parent or eligible student, the district will provide a copy of the disclosed record.

Exceptions to Prior Consent

The district may disclose personally identifiable information without prior consent under the following conditions:

1. To personnel within the district who have legitimate educational interests;

2. To personnel of an education service district or state regional program where the student is enrolled or is receiving services;

3. To personnel of another school, another district, state regional program or institution of postsecondary~~post-secondary~~ education where the student seeks or intends to enroll;

4. To authorized representatives of the U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs or the enforcement of, or compliance with federal or state-supported education programs or the enforcement of or compliance with federal or state regulations;

5. To personnel determining a financial aid request for the student;

6. To personnel conducting studies for or on behalf of the district;

7. To personnel in accrediting organizations fulfilling accrediting functions;

8. To comply with a judicial order or lawfully issued subpoena;

9. For health or safety emergency;

10. By request of a parent of a student who is not 18 years of age;

11. By request of a student who is 18 years of age or older or emancipated;

12. Because information has been identified as "directory information";

13. To the courts when legal action is initiated;

14. To a court and state and local juvenile justice agencies;

15. A judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependent~~dependency~~ matters;

16. To a caseworker or other representative of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student including educational stability of children in foster care.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 107.154
ORS 326.565
ORS 326.575
ORS 336.187
OAR 581-015-2000
OAR 581-021-0220 to -0430
OAR 581-022-2260

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012).
Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Uninterrupted Scholars Act (USA), 2013 (P.L. 112-278, Jan. 14, 2013), 20 U.S.C. § 1221 (2012).

Corrected 7/11/22

Code: JOD
Adopted: 9/12/07
Readopted: 6/09/10
Orig. Code: JOD

Media Access to Students

The Board~~board~~ recognizes the important role the media serves in reporting information about the district's programs, services and activities. Therefore, the district will make every reasonable effort to provide~~cooperate with the~~ media access to students.

School administrators shall be~~are~~ authorized to grant permission and set parameters for media access to students in their respective schools. The media may interview and photograph students involved in instructional programs and school-sponsored activities, including athletic events~~, and school-sponsored activities.~~ Such media access shall~~will~~ not be unduly disruptive and shall~~will~~ comply with Board policies and district goals.

Media representatives shall be~~are~~ required to report to the administration for prior approval before accessing students involved in~~, district/school~~ instructional programs and activities not attended by the general public. The district reserves the right to delay, restrict and/or deny access in order to maintain safety, manage emergencies and comply with state, federal, and/or local laws regarding privacy and rights of students and staff.

Information obtained by media representatives directly from students does not require parental approval prior to publication by the media. Parents who do not want their student interviewed or photographed by the media may direct their student accordingly.

District employees may release student information to the media only in accordance with applicable provisions of the education records law and Board policies governing directory information and personally identifiable information.

Parents will be advised of this~~the district's "Media Access to Schools"~~ policy at the time of the student's registration and each fall in the student/parent handbook.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 107.154
ORS 326.565
ORS 326.575
OAR 581-021-0220 to -0440
OAR 581-022-2060

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Corrected 7/11/22

OSBA Model Sample Policy

Code: ECACA
Adopted:

Radio Frequency Identification Device**

The district will operate a Radio Frequency Identification Device (RFID) program to locate, track or take attendance of students. The district shall provide notice to parents and students at least 30 days[1] before the district implements a RFID program or makes a modification to the current RFID program.

This notification shall:

1. Specify the purpose for the RFID program;

2. Specify where the RFID readers will be located;

3. Inform parents and students of the right to not participate in the RFID program and how to opt-out;

4. Outline the procedure to opt-out of the RFID program; and

5. Communicate to parents and students in at least two formats, one of which shall be the district website, if available.

Opt-Out RFID Provisions

Parents, or students who are 14 years of age or older, may provide notice in writing that they no longer wish to participate in any RFID program.

The district shall:

1. Not ask for the reason or justification for the request;

2. Not impose a time restriction for a request to be made;

3. Ensure that the request is completed within three school days; and

4. Not initiate or continue any disciplinary action against the student for not following the RFID program rules.

Privacy and Security

The following privacy and security standards shall apply:

[1] A district that establishes a RFID program before the start of the school year, shall provide notice to parents and students annually, and at least 30 days prior to the first day of classes.

1. No personally identifiable information may be stored on the RFID ("Personally identifiable information" means data that could potentially identify a specific individual.);

2. The RFID may not have a readable range of more than 10 feet;

3. All data collected as part of the RFID program shall be considered part of the student record and shall be retained in accordance with state and federal student record laws and data privacy and security standards;

4. Data collected as part of the RFID program shall be retained for no more than 72 hours, except records for the purpose of taking attendance; and

5. The RFID reader locations must be conspicuously marked.

END OF POLICY

Legal Reference(s):

ORS 339.890 OAR 581-021-0505

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

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Joel Rendon, Director of Technology Services

Subject: **Approve 2022 E-RATE Wi-Fi Contract with CDW-G and Station Cabling Contract with IES Communications**

Policy: Capital Improvement - Educational Program - FEA

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 4: Professional Development
We will offer continuous learning opportunities from onboarding to retirement for all staff to develop skills, knowledge, and confidence to accelerate student outcomes.

Summary:
On January 5, 2022 Reynolds School District issued a Request for Proposal (RFP # 2022 E-Rate RSD7 CAT 6 cabling fiber APs RFP). Bidders could respond to all or part of the sections of the RFP. The winning bid for APs was submitted by CDW-G. The winning bid for Station Cabling was submitted by IES Communications.

Please refer to the following attachments:

- CDW G -RSD2122.256 - Purchase Agreement – Executed
- IES Communications - RSD2223.001 - Station Cable & Fiber - $221101 - Executed

Previous Board Action:
The Board previously approved 2021 E-Rate Agreements with Bridge Data and IES Communications.

Background:
On January 5, 2022 Reynolds School District issued a Request for Proposal (RFP # 2022 E-Rate RSD7 CAT 6 cabling fiber APs RFP) as part of its E-rate application Form 470 submitted to the Universal Service Administrative Company (USAC). USAC administers the Universal Service Fund under the direction of the Federal Communications Commission (FCC). The Universal Service Fund helps schools and libraries across the U.S. stay connected to information and resources through the internet with the E-rate program. The Eligible Services List (ESL) for each funding year provides guidance on the eligibility of products and services under the Schools and

Libraries Program. Category One services includes Data Transmission Services and/or Internet Access for which Multnomah Education Service District (MESD) applies. Category Two includes equipment, materials, supplies, and labor for "Internal Connections" which are used to connect the district to the Internet Access provided by MESD. Reynolds School District is applying to USAC for Category Two services under which the Wireless Access Points and Fiber & Station Cabling fall.

USAC funds projects as a percentage of the project depending the school district's Free and Reduced Lunch (FRL) count. At the time of the RFP, Reynolds School District received 85% discount. Reynolds chooses a BEAR billing method which Reynolds paying the full amount and then the 85% discount is reimbursed to RSD7 by USAC.

For Wireless Access Points, the RFP asked for bids to replace 670 end-of-life Wi-Fi Access Points currently in use at school sites in order to support additional Wi-Fi and internet bandwidth. The quote does not include installation or configuration services as it will be performed by Reynolds staff after delivery to the Technology Services office.

The need is to support additional Wi-Fi and internet access for devices being used in the classroom. The 670 new Wireless Access Points will provide faster and more reliable Wi-Fi to staff and student devices in the classroom and other school areas.

For CAT 6 cabling & fiber, the RFP called to replace some of our existing category 5 station cabling with category 6 cabling. Instructions included:

1. Vendor must provide new cabling and installation equivalent in functionality and performance and in the quantity requested according to district specifications.
2. Vendor must provide, install, terminate, and test green Category 6 cable between patch panels in telecom rooms to the network jacks in locations specified at the specified schools.
3. All work not found in conformance with the intent of the proposal shall be repaired promptly at no additional charge to RSD7.

Install will occur at the following sites who have not been upgraded during a previous building project:

- Glenfair ES – 1 relocated MDF, 200 new cable runs
- Hartley ES – 1 relocated IDF, 150 new cable runs
- Margaret Scott ES – 1 relocated MDF, 250 new cable runs
- Reynolds MS – 1 IDF Relocation, 20 new cable runs

These wireless access points and station cabling will ensure that each school has the capability to access internet bandwidth of 10 Gigabits per second (Gb/s) from each site which is to be provided by MESD. The district is also upgrading fiber where necessary. All this is necessary as bandwidth and access needs continue to increase for students, teachers, and staff, all of whom have devices accessing the internet for learning, information, resources, and communication.

On March 17, 2022 Reynolds School District completed Form 471 to USAC to name CDW-G our selection for Wireless Access Points and IES Communications for CAT 6 cabling & fiber.

Financial Implications:
CDW-G bid for Wireless Access Points is for $594,960. Given Reynolds School District 7 FRL percentage, Reynolds will be responsible for $89,244 once USAC provides the 85% reimbursement of $505,716.

IES Communications bid for Station Cabling is for $221,101.45. Given Reynolds School District 7 FRL percentage, Reynolds will be responsible for $33,165.22 once USAC provides the 85% reimbursement of $187,936.23.

Alternatives:
Do not upgrade Wireless Access Points or cabling.

Staff Recommendation:
Staff recommends the Board authorizes staff to proceed with executing the attached agreements with CDW-G and IES Communications.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorizes staff to proceed with executing the attached agreements with CDW-G and IES Communications.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

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E-RATE PURCHASE AGREEMENT

This E-Rate Customer Purchase Agreement (this "Agreement") is entered into on April 1, 2022 ("Effective Date") and is made by and between CDW Government LLC an Illinois limited liability corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and Reynolds School District 7, a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number		**Spin #**	143005588
E-Rate Funding Year	**25**	**FCC Registration #**	0012123287
Customer	Reynolds School District 7 1204 NE 201st Ave Fairview, OR, 97024	**Seller**	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2022	**Quoted Items (see exhibit 1)**	**470#** 220011026

1. DEFINITIONS

As used in the Agreement, the following terms shall have the meanings set forth below:

A. "Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.
B. "SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by USAC under the direction of the FCC.
C. "E-Rate" – The education rate funding program that is a part of SLP that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
D. "Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
E. "Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.
F. "Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products. FY25 is in reference to the program year.

2. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller's website at https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html (the "Sales and Service Projects"), unless otherwise stated herein.

3. PURCHASE AUTHORIZATIONS

A. E-Rate Status

i. Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

ii. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

i. Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

ii. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

4. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Other Requirements

i. All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

ii. If the Customer is unable to commit the full purchase order amount, any balance remaining that was not funded or approved for payment by USAC will be the responsibility of the Customer. The Customer must add the following language to its purchase order:

"The total cost of this purchase order is $_____. The E-Rate portion is $_____, and is committed by USAC. If there is any issue with the E-Rate portion, Reynolds School District 7 accepts full responsibility for the cost of this purchase, $_____."

C. Assistance with Order

i. Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

ii. FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

5. PRICE AND PAYMENT TERMS

i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

i. Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL must follow the BEAR payment method.

☐ **Form 474 Service Provider Invoice (SPI) Method**
Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

☒ **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**

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Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

ii. Seller accepts BEAR orders beginning April 1 before the beginning of the Funding Year. Seller accepts SPI orders beginning July 1 of the Funding Year when Customer has received its FCDL. Seller DOES NOT accept SPI orders before July 1 of the Funding Year.

iii. All payments, regardless of method, shall be submitted to "Accounts Receivable" at the Seller's address listed above.

iv. CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

6. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

i. The term of this Agreement shall commence on April 1, 2022 ("Effective Date") and be valid through the later of the Funding Year 25 or 9/30/2023.

ii. Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer.

Customer may terminate this Agreement or withdraw an order upon written notice to Seller if: (a) funds are not appropriated to Customer under this program, or (b) Customer's School Board rejects this Agreement ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, or termination for convenience, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that have shipped or services, already provided, or have been subscribed or purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

iii. In the event Customer receives an extension of funding from SLP, Customer will notify Seller in writing and the parties may agree to execute an amendment to extend this Agreement.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier to the party's address listed above.

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of OR, without regard to conflicts of law rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth where Customer's location identified above, and the parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof.. The parties further consent to the exercise of personal jurisdiction.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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E-RATE PURCHASE AGREEMENT

CDW Government LLC

DocuSigned by:
99B452D212FF490...
(Authorized Signature)

Anup Sreedharan
Printed Name

Title: Sr. Mgr., Program Sales

Date: 3/7/2022

Reynolds School District 7

DocuSigned by:
Luis Joel Rendon
81BD75E802924D5...
(Authorized Signature)

Luis Joel Rendon
Printed Name

Title: Director Of Technology Services

Date: 3/7/2022

RSD Legal Approved: 3/1/2022

DocuSign Envelope ID: 2E551E96-A704-4559-B960-4EE6A3E760B6

REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: IES Communications, LLC

WITNESSETH:

1. The contractor shall provide RSD with the following information:

a. Company Legal Name IES Communications, LLC

b. Contract Signer Name Steven Schneider Contract Signer Email steven.schneider@iescomm.com

c. Mailing Address 25589 SW Canyon Creek Road, Suite 300 | Wilsonville, OR 97070

d. Telephone Number 800.792.8835

e. Federal Tax ID No. 16-1664197 **Contractor must submit W-9 to RSD's Finance Department*

f. Business Designation (check one) ☐ Individual ☐ Sole proprietorship ☐ Partnership

☐ Corporation ☐ Community College ■ Other: LLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

1099 Withholding Exemption:
If exempt from backup withholding (form 1099 reporting), check this box ☐ and check your qualifying reason below:

☑ i. Corporation
☐ ii. Tax Exempt Charity under 501(a), or IRS
☐ iii. The United States or any of its agents or instrumentalities
☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
☐ v. A foreign government or any of its political subdivisions
☐ vi. District will deduct taxes from pay, which will occur monthly

f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ■ Yes ☐ No ☐ N/A

g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? ■ Yes ☐ No ☐ N/A

2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). **Attach an exhibit/additional sheet if needed.*

Scope of work defined in the attached 2022 E-Rate RSD7 CAT 6 cabling fiber APs RFP - CAT 6 cabling and Fiber only. Wireless AP scope is excluded from this contract.

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3. Contract Term:

This Contract becomes effective on: 7/1/2022

Unless terminated earlier as provided below, this Contract shall continue through: 6/30/2023

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: $ 221,101.45
**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: $ _____ per (period) _____

What is the total estimated compensation? $ _____

Additional description of pay, if applicable:

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: (*Check all that apply)*

☐ Exhibit A: Statement of Work ☐ Exhibit B: Contractor's Proposal ■ Exhibit C: Insurance Requirements

☐ Other (please describe): _____

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of $150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed $150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed $150,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of $150,000. No compensation shall be due or payable to Contractor in excess of $150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

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income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.

9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:

    a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
    b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
    c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
    d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

    If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.

12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.

13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of $2,000,000 per occurrence, $3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

    _____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than $1,000,000 per occurrence.

    _____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.

15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
    a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
    b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
    c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.

20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.

21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

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Contract, whichever date is later.

22. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.

23. Work Performed on RSD Property. Contractor shall comply with the following:
    a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
    b. Sign-in Required: As required by schools and other RSD locations, each that day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
    c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
    d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
    e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.

24. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District's obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

25. Confidentiality; FERPA Redisclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the redisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisclosure of confidential student information must be in compliance with the redisclosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

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26. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.

27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.

28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

31. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.

35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/ or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

(Sign on following page)

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7

DocuSigned by:
Danna Diaz
2F7195168D924D3...
Signature of Superintendent or Authorized Signer

Danna Diaz
Printed Name

Superintendent
Title

3/16/2022
Date Signed

Contractor

Steven Schneider Digitally signed by Steven Schneider Date: 2022.03.09 12:24:19 -07'00'
Signature of Contractor

Steven Schneider for IES Communications, LLC
Contractor Name

Legal Director
Contractor Title

3/9/22
Date Signed

Review required for final authorization

DocuSigned by:
Luis Joel Rendon
91BD75E862924D5...
Signature of Program Director

~~3/9/22~~ 3/16/2022
Date Signed

DocuSigned by:
Nathan Fant
468E6DA05B904AB...
Signature of Site Manager

3/16/2022
Date Signed

☐ **Account code for applicable charges** 252.2660.0480.041.054.000
(Required for revenue, expense, and pass-through funds)

☐ Board approval required if estimated charges exceed $500,000 Board approval date: _____

☐ Background check completed (required if in direct contact with students)

☐ Certificate of insurance provided

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REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Proof of Vaccination. As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contactors and volunteers may not continue to provide services to the District even with these exceptions.

(Sign on following page)

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REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

Reynolds School District #7

DocuSigned by:
Danna Diaz
2F7195168D924D3...
Signature of Superintendent or Authorized Signer

Danna Diaz
Printed Name

Superintendent
Title

3/16/2022
Date Signed

Contractor

DocuSigned by:
Steven Schneider
1B39A2C145DB49F...
Signature of Contractor

Steven Schneider
Contractor Name

Legal Director
Contractor Title

3/16/2022
Date Signed

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Request for Proposal
RFP # 2022 E-Rate RSD7 Cat 6 Station Cable – Fiber – Wireless APs

ISSUE DATE: January 5, 2022
QUESTION DEADLINE: January 21, 2022
Mandatory Walk-through: January 18, 2022
CLOSING DATE: February 3, 2022
CLOSING TIME: 2:00 PM, Pacific Time

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Request for Proposal
RFP # 2022 E-Rate RSD7 Cat 6 Station Cable – Fiber - Wireless APs

A. NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Reynolds School District 7 (RSD7) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations (bidders) for proposals and quotes to:

1. Supply and install Category 6 cabling in 4 of our school buildings
2. Supply and install single mode fiber cabling in 3 of our school buildings
3. Supply Wireless Access Points

Partial RFP bid responses will be accepted. Bidders may respond to any number of the above proposals.

The responses and deliverables must be in compliance with all applicable state and federal regulations, in addition to the performance standards described below. Any bidder must be an eligible service provider willing to complete the necessary communications and paperwork associated with the E-rate program using the BEAR billing method.

B. PROPOSAL SUBMITTAL

All responses must be received by 2:00 pm, February 3, 2022

All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to RSD7, except as permitted by RSD7.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after the deadline will not receive consideration.

To submit a response to this request please email one (1) electronic copy to **Lauren Tonn, Procurement, Contracts and Accounting Specialist via e-mail address procurement@rsd7.net**. The email must be clearly marked with the bidder's name/identification and the subject must be the words:

"PROPOSAL RESPONDING TO RFP # 2022 E-Rate RSD7" and the portion of the RFP for which the response is addressing: Cat 6 Station Cable, Fiber, and/or Wireless APs

The proposals will be opened publicly by electronic means as allowed by the law.

RSD7 shall not be responsible for, nor accept as a valid excuse a late proposal delivery, any delay in email service.

FOR YOUR CONVENIENCE:
An electronic copy of this RFP can be accessed via Reynolds School District website.

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URL: https://www.reynolds.k12.or.us/rfps

C. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing until 2:00 pm January 21, 2022. Questions must be sent to Lauren Tonn, Procurement, Contracts and Accounting Specialist via e-mail address procurement@rsd7.net. RSD7 shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

RSD7 will respond in writing to all questions. All answers will be provided as a numbered questions and answer document, for example, RFP Q&A #1 and posted at https://www.reynolds.k12.or.us/rfps

If it becomes necessary for RSD7 to revise any part of this RFP, or to provide clarification or additional information after the documents are released, updates will be posted at https://www.reynolds.k12.or.us/rfps

RSD7 shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Pre-contractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to RSD7; (3) negotiating with RSD7 any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact Lauren Tonn, Procurement, Contracts and Accounting Specialist via e-mail address procurement@rsd7.net.

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D. GENERAL INSTRUCTIONS

1. **Scope of Contract**. To replace some of our existing category 5 station cabling with category 6 cabling, to install and extend single mode fiber to new MDF or IDF locations, and/or provide Wireless Access Points.

A. Station Cabling Instructions

1. Vendor must provide new cabling and installation equivalent in functionality and performance and in the quantity requested in the specifications below.
2. Vendor must provide, install, terminate, and test green Category 6 cable between patch panels in telecom rooms to the network jacks in locations specified at the specified schools.
3. All work not found in conformance with the intent of the proposal shall be repaired promptly at no additional charge to RSD7.

a. Station Cabling Specifications

i. Existing Cat5/Cat5e network cabling will be decommissioned and removed
ii. New plenum rated green category 6 cable will be installed to all network jack locations from the corresponding telecom room in the specified schools.
iii. All Category 6 cable with be green and a minimum of 24 AWG.
iv. Vendor will provide green RJ45 wall jacks that fit into existing Panduit wall plates where plates exist, provide new wall plates where they do not already exist, and rack mounted modular patch panels in locations where existing patch panels are full.
v. Vendor will provide Panduit modular 24-port or 48-port patch panels or equivalent compatible when there are not enough existing patch panels to terminate the new cables.
vi. Vendor will provide 6”, 1’, or 5’ as length needed, green Cat6 patch cables to be used between each new data port and the network switches
vii. All wall plates and patch panels will be labeled according to our existing labeling scheme.
viii. All equipment must be in new condition. No refurbished or used equipment will be accepted.
ix. All Category 6 cable paths shall be tested at each jack for the following parameters and meet the requirements imposed by the ANSI/TIA/EIA 568-C building wiring and the manufacture’s written specification
x. The following types of conduit are approved for interior uses:
xi. Rigid galvanized conduit, zinc coated and manufactured in accordance with UL-6
xii. Intermediate Metal Conduit (IMC), zinc coated galvanized steel to comply with UL-1242, Type J and ANSI Standards
xiii. Electrical Metallic Tubing (EMT), zinc-coated steel to comply with UL-797

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xiv. Liquid tight flexible metal conduit, zinc steel core with smooth gray abrasion resistant, liquid tight, polyvinyl chloride covering (with integral ground wire wound in steel core), to comply with UL360
xv. Flexible metal conduit (if approved, see below), to comply with UL360
xvi. The vendor will install quantity shown below Category 6 cables at each of the following schools:
- Glenfair ES – 1 relocated MDF, 200 new cable runs
- Hartley ES – 1 relocated IDF, 150 new cable runs
- Margaret Scott ES – 1 relocated MDF, 250 new cable runs
- Reynolds MS – 1 IDF Relocation, 20 new cable runs

B. Fiber Installation Instructions

1. Three MDF/IDF fiber locations are being moved to a new location within the building.
2. Existing 12 strand single mode fiber cabling should be extended to the new MDF/IDF locations within the school building. This will require splicing into existing fiber terminations and installation of new fiber cable to extend the fiber optic cabling to the new location.

a. Fiber Specifications

i. All fiber will be at least 12-strand OS1.
ii. All fiber runs will include two breakout panels (one at each end).
iii. All breakout panels will be compatible with existing BEJED FDUs.
iv. All connectors will be LC type.
v. All field terminated intra-building fiber cables shall be installed within 1" orange inner duct and/or utilize armored fiber optic cable. Fiber shall be tight buffer and jacket ratings shall be suitable for application.
vi. All fiber strands shall be tested using OTDR equipment to a maximum loss of 1.0 dB/km on 1310 and 1550 nm. Any strands failing tests should be repaired or replaced at no additional cost. Testing results should be made available to RSD7 at the time of job completion.
vii. All equipment must be in new condition. No refurbished or used equipment will be accepted.

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viii. Fiber shall be tight buffer and jacket ratings shall be suitable for application. The fiber will meet the specifications listed in ANSI/TIA-568-C.3 and the transmission performance parameters listed in Table 1.

ix. Any factory assembled fiber trunk assemblies used shall be terminated with MPO type connectors. MPO shall plug directly into factory assembled fiber cassettes that present a duplex “LC” connector

x. In all cases, fiber will be certified to perform at or better than the values listed in Table 1 (below).

Optical fiber cable type	Wavelength (nm)	Maximum attenuation (dB/km)
Single mode	1310	1.0
Single mode	1550	1.0

Table 1 - Fiber Optic Performance

xi. Equally important is the pathway specified. When need arises to replace medium of any type the better the pathway the easier the replacement. Specifying a multi-channel pathway by means of innerduct, cell type material, or tubes facilitating blown fiber is highly recommended and should be included to allow for installation of new media without having to remove the existing media wherein at possible.

xii. The following schools will be included in this work:

Glenfair E.S.	Extend 24 strands SMF to new MDF location – Install new 12 strand SMF to Library
Margaret Scott E.S.	Extend 12 strands SMF to new MDF location
Reynolds M.S.	Extend 12 strands SMF to new IDF location

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C. Wireless APs Instructions

1. Replace 670 existing End-of-life Ruckus R500 Wireless Access Points. Quotes should not include installation or configuration services. Installation and configuration to be performed by Reynolds staff and delivered to the Technology Services office.

2. Vendor must provide Wireless Access Points equivalent in functionality and performance and in the quantity requested below.

a. Wireless APs Specifications

i. Ruckus R560 indoor wireless access point or equivalent
ii. All equipment must be in new condition. No refurbished or used equipment will be accepted
iii. Each wireless access point should be compatible with existing Ruckus Virtual Smart Zone Essentials wireless controllers for remote configuration management
iv. Each wireless access point should support 2.4Ghz, 5Ghz, and 6Ghz Wi-Fi 6e 802.11ax-2021 IEEE standard
v. Each Wireless Access Point must support 1000mbps, 2.5Gbps or more copper Ethernet uplink port(s)
vi. Each Wireless Access Point must support POE+ or greater for powering the wireless access point
vii. Equipment pricing must include appropriate licenses to use all enterprise functions and features, including but not limited to, support for 5 years
viii. Manufacturer provided lifetime hardware warranty

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b. Quantity

i. The following quantiles will be needed (note delivery will be to district central office and will be installed by district staff: **670 Wireless Access Points, support and enterprise feature licenses.**

1.2 Warranties All warranties by Vendor and manufacturer on both products and labor must be specified in the proposal. The Vendor's warranties shall commence with acceptance of/or payment for the work in full. Minimum acceptable warranty on hardware, parts, and labor is 5 years except for Wireless Access Points, which is lifetime.

1.3 Service. The Vendor must provide terms of service should repair become necessary and the work and materials needed that are not covered under warranty.

1.4 Vendor Site Visit. Station Cabling and Fiber Vendors are required to attend a mandatory walk-through tour and Q&A session to be conducted on the date and time listed below.

IMPORTANT NOTICE: Station Cabling and Fiber RFP Bidders Must Attend a Mandatory Walk-through Tour: January 18, 2022; 9:30 AM to 4:30 PM. Participation in a walk-through tour is required in order to be eligible to submit a Proposal to this RFP. Participants can be assured that social distancing and mask mandates will be adhered to during this walkthrough in accordance with ODE/OHA guidelines.

2.0 Evaluation Methodology

Vendor is expected to be thoroughly familiar with any rules or regulations required for the E-rate program. Each proposal will be evaluated based on criteria and priorities as defined by RSD7, who will choose the submission that, taken as a whole, and in RSD7's sole opinion, is in the best interest of the organization. Proposals should address the evaluation criteria itemized below.

The evaluation criteria include, but are not necessarily limited to, the following:

- Price for all parts, labor, design, project management, programming, and shipping and handling.
- The proposal's alignment with the desired solution as described in section 1, above.
- Vendor to provide at least one customer reference that can speak to the quality of their work as it relates to this project.

2.1 Evaluation Criteria

- Price – 40%
- Meeting required specifications – 30%
- Compatibility with Existing Systems – 15%
- Customer Reference Evaluation – 10%
- Prior Experience with District – 5%

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3.0 Response to Request for Proposal. Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:

- **A.** Items not eligible for reimbursement under E-rate must be itemized in the bid.
- **B.** The price must be separated by schools as well as totaled for all schools.
- **C.** Include, at least one customer reference that can speak to the quality of their work as it relates to this project.
- **D.** Service Provider must provide a Service Provider Identification Number (SPIN) and meet all other qualifications for "Service Providers" as defined by USAC (http://www.usac.org/sl/service-providers/default.aspx).
- **E.** Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal and bearing the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.

4.0 Withdrawal of RFP. Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.

5.0 Agreement. The form of agreement for the Contract, which the successful Responding Company (the bidder), as Contractor, will be required to execute will include this RFP and the Supplementary General Conditions on page 20. The contract that will be executed will include these and other Contract documents.

6.0 Addenda. Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page 10 or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

7.0 Opening of Response to Request for Proposal. At the time and place set forth for the opening and reading of Response to Request for Proposal, each and every RFP received prior to the scheduled closing time for receipt of Response to Request for Proposal will be publicly opened via electronic means as allowed by the law. Responding Contractors or their representatives and other interested persons may be present at the opening of Response to Request for Proposal via electronic means. No award will be made at this time.

8.0 Award or Rejection of Response to Request for Proposal. The contract will be awarded at District's sole discretion. District reserves the right to cancel this RFP, reject any or all Responses to this Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to ORS 279B, the District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most

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advantageous to the school district with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line-item basis to one or more Responses, whichever is in the best interest of the district. The successful Responder(s) will be notified in the event of an award.

9.0 Inspection of Responding Contractor's Facility. As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of the District determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to the District, the Contractor may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. The District will make these contacts as a verification of availability and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.

10.0 Contractor's Past Performance. A Contractor may be ruled "Non-Responsive"/ "Non-Responsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

11.0 Contractor Qualifications. In order to be considered for an award, the Contractor shall meet the following requirements:

A. The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.

B. The successful bidder will be responsible for qualifying for and adhering to the Federal E-rate program.

12.0 Conflict of Interest. By its signature hereunder, Contractor certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify the District in writing.

13.0 If Bidder Protest. Any bidder who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

13.1 The protest is in writing;
13.2 The protest is filed and received by the District's Chief Financial Officer or designee not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;
13.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the

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written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Chief Financial Officer, Christina Weinard, or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

14.0 TERM OF CONTRACT. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2022 through June 30, 2023. RSD7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

The Contract is expected to begin on or about 7/1/2022 and extend to 6/30/2023.

15.0 PROPOSAL AS BASIS OF CONTRACT. The price, quotes and terms outlined in a contractor's proposal will be relied upon by the District in awarding a contract to the successful proposer. Accordingly, the terms of a proposal will become the basis of the contract for the successful proposer. The contract cannot be altered or amended without mutual consent of both parties. The District is not obligated to agree to price increases after the contract date and, once signed, the terms of the contract shall be final and binding on all parties. All proposers expressly acknowledge that by submitting a proposal to the District in response to this RFP, the contractor agrees to abide by the terms and quotes contained its proposal and any resulting contract.

16.0 RECYCLABLE PRODUCTS. Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document. **17.0 LEGAL DISCLAIMERS.** If required by ORS 468A.710, all contractors and subcontractors shall possess an asbestos abatement license.

Use of Tobacco on School Property: State law OAR 581-021-0110 and school district policy prohibit the use of all tobacco products on public school property. If the contractor is on property during the performance of the contract, the contractor/vendor all of its employees, agents, subcontractors and invitees agree to comply with this policy at all times while on District property.

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SECURITY: Onsite staff will need to complete criminal history background check and be issued district vendor badges. The cost of any requested background check shall be borne by the Contractor. Contractor agrees that it shall cause all of its employees, agents and contractors to undergo background checks at its sole cost and expense at the direction of the District or as required by law.

LICENSING: Vendor represents and warrants that it is licensed to do business in the State of Oregon. Upon award of Contract, Vendor will provide District with Contractor's Oregon State Department of Revenue Tax Registration Number.

RESERVATIONS: The District reserves the right to amend any Contracts that are a result of this RFP, including the right to extend any Contracts that result from the RFP without an additional RFP process.

RISK OF LOSS AND DAMAGE: The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP. The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law. The District will not be responsible for any loss or for any unanticipated costs that may be suffered by the successful proposer as a result of the Proposer's failure to fully inform themselves in advance in regard to all conditions pertaining to the duties required or if the costs of goods suddenly increase. No statement made by any officer, agent, or employee of the District will be binding on the District. Additionally, Proposers warrant that they have checked their Proposal for errors and omissions and that the prices stated in the Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.

COMPLIANCE WITH LAW: All proposers must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All firms shall be required to comply with ORS 656.017 regarding Worker's Compensation. No proposal will be received or considered by the Owner unless the proposal contains a statement as to whether the firm is a resident Proposer as defined in ORS 279A.120. By submitting this proposal, the respondent certifies conformance to applicable federal acts, regulations, executive orders, and Oregon statutes and administrative rules concerning affirmative action toward equal employment opportunities. All information, records, and reports that the respondent is required to maintain for this purpose by federal or state agencies having responsibility for the enforcement of such laws shall be supplied to the District upon request. When required, the proposer shall maintain in effect all licenses, permits and certifications required for the performance of the Project. The Proposer shall notify the District immediately if any license, permit or certification required for the performance of this contract ceases to be effective for any reason.

OSHA: During the performance of this contract, the Proposer is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued there under. The Proposer shall further agree to hold the District, their respective employees, agents, and assigns harmless and free from liability for failure to comply with said standards and regulations by the responder. It shall be the sole responsibility of the Proposer to remain familiar with said standards and regulations and maintain their enforcement.

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NO GUARANTEE OF CONTRACT: This request for proposals does not commit the Owner to award a contract and to pay any cost incurred by companies responding to the proposal. Any and all costs incurred by a prospective proposer associated with the submission of a Proposal, interview, contract negotiation, and related expenses are solely the responsibility of that proposer. The District is not responsible for any Proposer expenses associated with this RFP.

FINGERPRINTING: If the scope of the work performed by a proposer(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 at the proposer's sole cost and expense. All proposer's represent and warrant that they will do all things necessary to ensure all employees, independent contractors, subcontractors, and agents of the proposer will submit to fingerprinting and/or background checks when required by law.

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RFP FORM A **This form is required to be submitted with each proposal.**

TO: REYNOLDS SCHOOL DISTRICT 7, an Oregon School District, acting by and through its Board of Education ("District"), 1204 NE 201st, Fairview, OR 97024

RE: **PROPOSAL RESPONDING TO RFP # 2022 E-Rate RSD7 and the portion of the RFP for which the response is addressing: Cat 6 Station Cable, Fiber, and/or Wireless APs**

FROM:

(Name of Company) (SPIN NUMBER)

(Address) (Fed. Tax ID #)

(City, State, Zip Code)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Bidder's Authorized Representative(s) & Title)

(Date)

and the portion of the RFP for which the response is addressing: Cat 6 Station Cable, Fiber, and/or Wireless APs

RFP Proposal Amount (for each).
Write out the total amount of your proposal.
Numeric Proposal Amount: $_____
Written Proposal Amount: _____
In the event of a conflict between the written and numeric version of the proposal, the written will prevail.

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For Station Cabling:

School	Need	Cost of Materials	Labor	Total	Cost Per Cable Run
Glenfair ES	1 relocated MDF, 200 new cable runs				
Hartley ES	1 relocated IDF, 150 new cable runs				
Margaret Scott ES	1 relocated MDF, 250 new cable runs				
Reynolds MS	1 IDF Relocation, 20 new cable runs				
	TOTAL				Avg./Run

For Fiber:

School	Need	Cost of Materials	Labor	Total	Cost Per Fiber Run
Glenfair E.S.	Extend 24 strands SMF to new MDF location – Install new 12 strand SMF to Library				
Margaret Scott E.S.	Extend 12 strands SMF to new MDF location				
Reynolds M.S.	Extend 12 strands SMF to new IDF location				
	TOTAL				Avg./Fiber

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For Wireless Access Points:

AP Cost	Licensing	Warranty	Other	Total	Extended Cost x 670

i. Ruckus R560 or equivalent

Yes	No	Partly	Comments

ii. All equipment must be in new condition. No refurbished or used equipment will be accepted

Yes	No	Partly	Comments

iii. Each wireless access point should be compatible with existing Ruckus Virtual Smart Zone Essentials wireless controllers for remote configuration management

Yes	No	Partly	Comments

iv. Each wireless access point should support 2.4Ghz, 5Ghz, and 6Ghz Wi-Fi 6e 802.11ax-2021 IEEE standard

Yes	No	Partly	Comments

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v. Each Wireless Access Point must support 1000mbps, 2.5Gbps or more copper Ethernet uplink port(s)

Yes	No	Partly	Comments

vi. Each Wireless Access Point must support POE+ or greater for powering the wireless access point

Yes	No	Partly	Comments

vii. Equipment pricing must include appropriate licenses to use all enterprise functions and features, including but not limited to, support for 5 years

Yes	No	Partly	Comments

viii. Manufacturer provided lifetime hardware warranty

Yes	No	Partly	Comments

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RFP FORM B **This form is required to be submitted with your proposal.**
CERTIFICATION

I certify that I have read Request for Proposal #2022 E-Rate RSD7 Station Cable – Fiber – Wireless APs and the instructions for submitting an RFP. I further certify that I must **email one (1) electronic copy to** contracts@rsd7.net of the firm's proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums _____ (if any) issued. The **Addendum Nos._____ received, acknowledged and incorporated into this Request for Proposal are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

_____	_____
Signature	Typed or Printed Name
_____	_____
Title	Company
_____	_____
Address	Address
_____	_____
Telephone	Fax
_____	_____
Date	E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

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BID FORM C **<u>This form is required to be submitted with your proposal, if applicable.</u>**

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Reynolds School District 7. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor's name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS LIST All subcontractors in excess of ½ of 1% of total Proposal must be listed

<table>
<tr><td colspan="2">SUBCONTRACTOR:</td><td>TYPE OF WORK:</td></tr>
<tr><td colspan="2">Location/Address:</td><td rowspan="2">Phone: ( )</td></tr>
<tr><td>LICENSE NO.:</td><td>Expiration Date:
/ /</td></tr>
<tr><td colspan="2">SUBCONTRACTOR:</td><td>TYPE OF WORK:</td></tr>
<tr><td colspan="2">Location/Address:</td><td rowspan="2">Phone: ( )</td></tr>
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SUPPLEMENTARY GENERAL CONDITIONS

A. The implementation of this RFP is contingent on E-rate funding. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2022 through June 30, 2023. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

B. The agreed liquidated damages provision established in Article 4 of the General Conditions is Not Applicable on this Requirements Contract.

C. Vendor will provide performance bond within 10 days of being awarded the contract.

D. Contractor will at all times specified herein, and prior to any entry onto the job site, provide and maintain for itself and require any Subcontractors to provide and maintain the following types and the following minimum limits of insurance written on an occurrence basis by a company or companies rated A/IX or better in the most recent edition of "Best's Insurance Guide" (or such lesser rating as may be approved by Owner in writing) and authorized to do business in the state where the Project is located. Continued compliance with these requirements is a condition precedent to payment:

    a. Workers' Compensation and Employer's Liability: (i) Workers Compensation, with limits as required by applicable law. (ii) Employers Liability: $1,000,000 Each Accident $1,000,000 Disease, Policy Limit $1,000,000 Disease, Each Employee Coverage will be carried for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.

    b. Commercial General Liability (Occurrence Form): **INCLUDING Sexual Abuse and Molestation** (i) Combined Bodily Injury and Property Damage: $2,000,000 Each Occurrence $2,000,000 Personal and Advertising Injury $3,000,000 General Aggregate $2,000,000 Products/Completed Operations Aggregate(ii) The scope of coverage must meet the following: (1) Premises Operations must be included. (2) Elevators and Escalators must be included, when applicable. (3) Coverage for Independent Contractors and work performed on Contractor's behalf by Subcontractors must be included. (4) Contractual Liabilities must be included (including the contract obligations specified in the indemnification paragraph(s) of the Contract) (5) The Products and Completed Operations Insurance will be maintained for the duration of the applicable statute of repose after Final Completion. (6) There can be no exclusions for subsidence, collapse, explosion or

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underground property damage. (7) There can be no insured vs. insured cross-suit exclusion. The policies will provide for cross-liability coverage as would be achieved under the standard Insurance Services Office "separation of insureds" clause. (8) The limits will not be eroded or wasted by defense costs.

c. The policy will be endorsed to be primary and non-contributory with any insurance maintained by Owner, its affiliates, subsidiaries, members, directors, officers, employees and agents. (This endorsement must be shown on the insurance certificate provided to Contractor)

d. Maximum deductible will be $10,000. Contractor shall pay all deductibles without reimbursement from Owner.

e. Contractor will secure Pollution Liability coverage with limits not less than $2,000,000 per occurrence. Contractor's Pollution Liability coverage will include insurance covering the Contractor's liability for a third-party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing operations under the contract. The insurance coverage also shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be expressly accepted, in writing, by the Owner. The insurance coverage shall also respond to cleanup cost. The policy's limits shall not be less than $2,000,000 each loss / $2,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract.

f. Commercial Business Auto: (i) Combined Bodily Injury and Property Damage $2,000,000 Each Accident (ii) The following coverages must be included: (1) Owned Automobiles (2) Non-Owned and Hired Automobiles Will be maintained for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.

g. If applicable, Professional Liability Insurance. Covering performance of professional services by the Contractor or any Subcontractor or professional firm at any tier whether or not performed by a licensed architect or engineer, with policy limits of not less than ($2,000,000) per claim and ($3,000,000) in the aggregate.

h. Certificates and Certified Copies of Policies. Certificates of insurance for Contractor's and Subcontractors' insurance along with copies of all endorsements necessary to evidence compliance with all insurance requirements will be filed with Owner and be acceptable to Owner prior to commencement of the Work. For those insurance coverages that are required to remain in force after Final Completion, additional certificate evidencing

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continuation of such coverage will be submitted as part of the application for final payment and upon each annual renewal for the duration of coverage required. Upon Owner's request at any time, Contractor will immediately provide an actual certified copy of its insurance policies. Provision of the certificates and copies of policies as required herein will be a condition precedent to payment.

i. Notice of Cancellation, Reduction or Expiration. The insurance policies required by this Exhibit will be endorsed to include a covenant that coverages or limits afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to Owner. In addition, Contractor and subcontractors will give immediate written notice to Owner immediately upon learning that their coverages may be cancelled, reduced or their limits impaired by claims. Information concerning cancellation or reduction of limits on account of claims paid or to be paid will be furnished by the Contractor to Owner not more than three (3) business days of when Contractor learns that revised or reduced limits are likely. When Contractor becomes aware of cancellation, expiration or reduction in coverage or available limits, Contractor within ten (10) business days will procure other policies of insurance that meet all requirements of this Exhibit.

j. Owner's Right to Terminate or Cure. Failure of Contractor or a Subcontractor to secure and maintain insurance with the coverages and limits required by this Exhibit will be a material breach of the Contract entitling Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Contractor for work on the Project, (ii) terminate the Contractor for cause, and (iii) purchase any additional insurance it deems reasonably necessary to protect itself at the expense of the Contractor. Contractor consents to Owner procuring replacement insurance in Contractor's name and will cooperate in all respects with Owner's efforts in procuring additional or replacement insurance. Owner will have the discretion to purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Contractor and Subcontractors maintained the insurance coverage required. Owner's costs incurred in finding replacement insurance or an Owner's protective policy will either be reimbursed directly by Contractor or may be offset against amounts owed by Owner to Contractor on the Project or other projects. These requirements will remain enforceable for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer

k. Insurance in Excess of Requirements. In the event Contractor or any Subcontractor(s) purchase insurance in excess of the coverages or limits required under this Exhibit, such excess coverages or limits will apply to the Project and

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inure to the benefit of Owner.

l. No Waiver by Owner. The insurance requirements under this Exhibit can only be waived or modified by Owner by an express written instrument signed by Owner acknowledging the reduced coverages or limits. No other act or omission by Owner or its agents, including but not limited to (i) implicit or verbal acceptance or approval of reduced coverages or limits or (ii) failure to require proof of compliant insurance, will amount to Owner's waiver of the insurance requirements of this Exhibit.

m. If applicable, Subcontractor Insurance. All Subcontractors' insurance will meet all insurance requirements of Contractor as provided in this Exhibit, including, but not limited to, the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Subcontractors will be no less than the following:

i. Design Professional:

1. Workers' Compensation and Employer's Liability: same as above except for the following limits for Employer's Liability: $500,000 Each Accident $500,000 Disease, Policy Limit $500,000 Disease, Each Employee

2. Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage: $1,000,000 Each Occurrence $1,000,000 Personal and Advertising Injury $2,000,000 General Aggregate $2,000,000 Products/Completed Operations Aggregate

3. Business Auto: same as above

4. Professional Liability ($1,000,000) per claim and ($2,000,000) in the aggregate.

ii. Sub Contractor:

1. Workers' Compensation and Employer's Liability: same as Contractor

2. Commercial General Liability (Occurrence Form) **INCLUDING Sexual Abuse and Molestation**: Combined Bodily Injury and Property Damage: $1,000,000 Each Occurrence $1,000,000 Personal and Advertising Injury $2,000,000 General Aggregate $2,000,000 Products/Completed Operations Aggregate

3. Business Auto: same as above.

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4. Pollution Liability and Hazardous Materials Liability $1,000,000 Each Occurrence $1,000,000 General Aggregate

n. Waiver of Subrogation. All of Contractor's and Subcontractors' liability insurance policies, including worker's compensation, will contain a waiver of subrogation against Owner, its affiliates, subsidiaries, directors, officers, employees and agents.

o. Additional Insureds. All of Contractor's and Subcontractors' liability insurance policies will be endorsed to expressly name Owner, its affiliates, subsidiaries, directors, officers, employees and agents (including but not limited to those listed below) as additional insureds. The coverage under the additional insured endorsement will (i) be primary and noncontributory with respect to any insurance of the additional insureds, (ii) provide the same coverages and limits to the additional insured as are afforded to the primary insured as required by this Exhibit, and will not be limited to vicarious liability, (iii) not be limited to on-going operations, and include completed operations (iv) be maintained for the same durations as the coverages afforded to the primary insured as required by this Exhibit and blanket endorsements will not be acceptable.

E. The Bidder's Federal Tax ID # and W-9 form are required for payment of invoices.

F. The number of Contract Agreements to be fully executed is to be four (4) sets. This allows one (1) original to be provided to the awarded bidder. There are no drawings to be furnished on this RFP. The RFP specifications and addendums are available online.

4894-5428-5320, v. 1

RSD2023.001

REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: IES Communications, LLC

WITNESSETH:

1. The contractor shall provide RSD with the following information:

a. Company Legal Name IES Communications, LLC

b. Contract Signer Name Steven Schneider Contract Signer Email steven.schneider@iescomm.com

c. Mailing Address 25589 SW Canyon Creek Road, Suite 300 | Wilsonville, OR 97070

d. Telephone Number 800.792.8835

e. Federal Tax ID No. 16-1664197 **Contractor must submit W-9 to RSD's Finance Department*

f. Business Designation (check one) ☐ Individual ☐ Sole proprietorship ☐ Partnership

☐ Corporation ☐ Community College ☒ Other: LLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

1099 Withholding Exemption:
If exempt from backup withholding (form 1099 reporting), check this box ☐ and check your qualifying reason below:

- ☑ i. Corporation
- ☐ ii. Tax Exempt Charity under 501(a), or IRS
- ☐ iii. The United States or any of its agents or instrumentalities
- ☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- ☐ v. A foreign government or any of its political subdivisions
- ☐ vi. District will deduct taxes from pay, which will occur monthly

f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☐ Yes ☐ No ☐ N/A

g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? ☐ Yes ☐ No ☐ N/A

2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). **Attach an exhibit/additional sheet if needed.*

Scope of work defined in the attached 2022 E-Rate RSD7 CAT 6 cabling fiber APs RFP - CAT 6 cabling and Fiber only. Wireless AP scope is excluded from this contract.

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3. Contract Term:

This Contract becomes effective on: 7/1/2022

Unless terminated earlier as provided below, this Contract shall continue through: 6/30/2023

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: $ 221,101.45
**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: $ _____ per (period) _____

What is the total estimated compensation? $ _____

Additional description of pay, if applicable:

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: (*Check all that apply)*

☐ Exhibit A: Statement of Work ☐ Exhibit B: Contractor's Proposal ☒ Exhibit C: Insurance Requirements

☐ Other (please describe): _____

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of $150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed $150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed $150,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of $150,000. No compensation shall be due or payable to Contractor in excess of $150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.

9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:

    a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
    b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
    c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
    d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

    If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.

12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.

13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of $2,000,000 per occurrence, $3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

    _____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than $1,000,000 per occurrence.

    _____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.

15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
    a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
    b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
    c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.

20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.

21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

22. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.

23. Work Performed on RSD Property. Contractor shall comply with the following:
    a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
    b. Sign-in Required: As required by schools and other RSD locations, each that day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
    c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
    d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
    e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.

24. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District's obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

25. Confidentiality; FERPA Redisclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the redisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisclosure of confidential student information must be in compliance with the redisclosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

26. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.

27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.

28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

31. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.

35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/ or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

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IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Steven Schneider for IES Communications, LLC Contractor Name
Title	Legal Director Contractor Title
Date Signed	Date Signed

Review required for final authorization

Signature of Program Director	3/9/22 Date Signed
Signature of Site Manager	Date Signed

☐ **Account code for applicable charges** _____
(Required for revenue, expense, and pass-through funds)

☐ Board approval required if estimated charges exceed $150,000 Board approval date: _____

☐ Background check completed (required if in direct contact with students)

☐ Certificate of insurance provided

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REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Proof of Vaccination. As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contactors and volunteers may not continue to provide services to the District even with these exceptions.

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REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Contractor Name
Title	Contractor Title
Date Signed	Date Signed

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CERTIFICATE OF LIABILITY INSURANCE

RSD2223.001

DATE (MM/DD/YYYY) 2/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** Tracy Patrick **PHONE (A/C, No, Ext):** (713) 358-5760 **FAX (A/C, No):** (713) 358-7823 **E-MAIL ADDRESS:** GGB.IES.Certificates@ajg.com
INSURED IESHOLD-01 IES Communications, LLC 2801 South Fair Lane Tempe, AZ 85282	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Navigators Insurance Company 42307 **INSURER B :** Berkley Assurance Company 39462 **INSURER C :** Safety National Casualty Corporation 15105 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 460282293 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL 6676035	10/1/2021	10/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA 6676032	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	HO21EXC413589IV	10/1/2021	10/1/2022	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	LDC4065624	10/1/2021	10/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Pollution Liability CLAIMS-MADE			PCAB-5015584-1021	10/1/2021	10/1/2022	Limit-each claim/agg Limit-each claim/agg SIR-Prof $100K/$300K	$10,000,000 $10,000,000 Poll $50K/$150K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: GGB.IES.Certificates@ajg.com

When required by written contract, those Parties listed in said contract, including the certificate holder, are added as an Additional Insured, with respect to General Liability, Auto Liability and Excess Liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation, with respect to General Liability, Auto Liability, Workers Compensation and Excess Liability is granted See Attached...

CERTIFICATE HOLDER

Reynolds School District
1204 NE 201st Ave
Fairview OR 97024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: IESHOLD-01 RSD2223.001

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.	**NAMED INSURED** IES Communications, LLC 2801 South Fair Lane Tempe, AZ 85282
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

in favor of Certificate Holder as afforded by the policy and/or endorsements.

The General Liability, Auto Liability and Excess Liability policy certified herein is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the Named Insured.

Additional Insured: Reynolds School District, its affiliates, subsidiaries, directors, agents, officers, volunteers, board members, and employees.
Project or Job #: 216464
Project: RSD7 Station Cabling and Fiber RFP

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POLICY NUMBER: GL 6676035

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
All "construction projects" away from premises owned, rented or leased by the Named Insured(s). $4,000,000 per "project" with the maximum annual General Aggregate Limit for the policy term capped at $10,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: GL 6676035

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: GL 6676035

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: GL 6676035

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies. Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. GL 6676035 Endorsement No.

Named Insured IES HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Person(s) or Organization(s) as required by written contract. Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

(1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).

(2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:

(a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and,

(b) While such written contract is in force, or until the end of the policy period, which ever occurs first.

(3) How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or,

(b) The Limits of Insurance provided by the Coverage Form.

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The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

(4) Exclusions

(a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.

(b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. CA 6676032 Endorsement No.

Named Insured IES HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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POLICY NUMBER: CA 6676032

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an accident to which this endorsement applies. Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. CA 6676032 Endorsement No.

Named Insured IES Holdings, Inc. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) AS OF THE FORM EFFECTIVE DATE FOR THIS POLICY:
AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, LA, MD, MA, MI, MN, MS, MO, NE, NV, NM, NY, NC, OK, OR, PA, SC, SD, TN, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. LDC4065624 Endorsement No.

Insured IES HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS.	
INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. LDC4065624 Endorsement No.

Insured IES HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. ( ) Specific Waiver
   Name of person or organization
   (x) Blanket Waiver
   Where required by written contract or agreement that is executed prior to the loss.

2. Operations:

3. Premium: $
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. LDC4065624 Endorsement No.

Named Insured IES HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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DocuSign Envelope ID: 2E551E96-A704-4559-B960-4EE6A3E760B6

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) AS OF THE FORM EFFECTIVE DATE FOR THIS POLICY:
AL, AK, AR, CA, CO, CT, DE, DC, GA, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, NE, NV, NH, NM, NY, OK, PA, SC, SD, UT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. LDC4065624 Endorsement No.

Insured IES HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

390

Countersigned By _____

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

To:	Board of Directors
From:	Stephanie Field, Executive Director of Communications & Community Relations
Prepared by:	Steve Padilla, Assistant Director of Public Relations & Partnerships
Subject:	**Oregon Department of Human Services Intergovernmental Agreement**
Policy:	Attendance – JE
Date:	September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness
We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:
The Oregon Department of Human Services (ODHS) and six local school districts have identified high-need, high-potential schools as partner sites, building upon the existing infrastructure established through the All Hands Raised Partnership. Within the collaboration, staff will jointly work with families and students who are recipients of the Temporary Assistance for Needy Families (TANF) program, and who are identified as "chronically absent" or "not-enrolled."

Previous Board Action:
The Board approved prior years' services with the Oregon Department of Human Services (ODHS). This is a new five-year IGA request.

Background:
Nearly one in four Multnomah County students attends fewer than 90% of school days, a critical tipping point that predicts academic struggles, disconnection from school, and ultimately a severed path to family-sustaining employment. Chronic absenteeism, which disproportionately affects students navigating poverty and students of color, helps drive Multnomah County's graduation rates below the Oregon average, which itself is the fourth lowest graduation rate in the nation, 80%. For Black and Hispanic families the rates are 70% and 76%, respectively. Family and student stability, health, and access to services are critical to ensuring consistent attendance. An integrated approach of linking school-based planning and

early warning systems with targeted outreach and supports for high-risk students and families has demonstrated results both locally and nationally.

Financial Implications:
No cost to Reynolds School District.

Alternatives:
The Board could decide not to renew authorization of IGA between RSD and ODHS, which would not provide support, guidance, and resources to identify and remove barriers that prevent families and students from obtaining self-sufficiency and student academic success for RSD students.

Staff Recommendation:
Staff recommends approval of this Intergovernmental Agreement to provide resources and support for RSD students.

Motion:
A. Motion Made by Board Member:
    a. I move that the Board authorizes the renewal of an IGA with the Oregon Department of Human Services to provide support services for underrepresented students throughout RSD.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Intergovernmental Agreement – ODHS and School District Attendance Partnership

This Intergovernmental Agreement ("Contract") is between the **Oregon of Department of Human Services (ODHS) and the Reynolds School District (the District)**. This agreement term is **September 1, 2022, through August 31, 2027**. The Agreement may be amended by mutual agreement of the partners.

By signing and agreeing to the terms of this IGA, ODHS and the District acknowledge the importance of working in collaboration to provide support, guidance, and resources to identify and remove barriers that prevent families and students from obtaining self-sufficiency and student academic success.

Background:

Nearly one in four Multnomah County students attends fewer than 90% of school days, a critical tipping point that predicts academic struggles, disconnection from school, and ultimately a severed path to family-sustaining employment. Chronic absenteeism, which disproportionately affects students navigating poverty and students of color, helps drive Multnomah County's graduation rates below the Oregon average, which itself is the fourth lowest graduation rate in the nation, 80%.[2] For Black and Hispanic families the rates are 70% and 76%, respectively.[3] Family and student stability, health, and access to services are critical to ensuring consistent attendance. An integrated approach of linking school-based planning and early warning systems with targeted outreach and supports for high-risk students and families has demonstrated results both locally and nationally.

Purpose:

The Oregon Department of Human Services (ODHS) and six local school districts have identified high-need, high potential schools as partner sites, building upon the existing infrastructure established through the All Hands Raised Partnership. Within the collaboration, staff will jointly work with families and students who are recipients of the Temporary Assistance for Needy Families (TANF) program, and who are identified as "chronically absent" or "not-enrolled."

Definitions:

- **Chronically Absent –** Attendance rate is less than 90%
- **Collaborative Meetings –** Defined by the individual school district
- **Non-Enrolled –** Missing 10 or more consecutive days
- **Early Warning System-** Tiered reporting system used by schools to identify students at-risk of academic failure.

[1] "Education, Excellence, and Equity from Cradle to Career: Chapter 01". All Hands Raised, Summer 2013
[2] "Oregon Ranks Number 40 in Student Achievement in Key Annual Report". The Oregonian, January 9. 2014
[3] "Public High School Graduation Rates 2018-19" National Center for Education Statistics. 2021

Roles and Responsibilities:

Oregon Department of Human Services (ODHS) will:

1. Designate Family Coaches who will provide school-level social service support at each of the schools identified as partner sites in collaboration with school district leadership. In the Reynolds School District, the scope of services extends to Davis Elementary, Glenfair Elementary, Alder Elementary Schools, Reynolds Middle School, and HB Lee Middle School. Family Coaches will be stationed at Davis Elementary School and Glenfair Elementary School and provide services to other sites as capacity allows.

2. Family Coaches will work jointly with the student, family, and District to identify potential barriers to school attendance and academic success and optimize engagement with the TANF and Job Opportunity and Basic Skills (JOBS) programs and other potential resources available to assist with addressing those barriers. Family Coaches will also develop a wraparound action plan (described below), with the student and family, in coordination with the school.

3. In addition to supporting student attendance, Family Coaches will also support parents for schools' family engagement plans to increase ongoing student attendance and engagement in their learning. Family Coaches will also help build cultural bridges between TANF families and schools to support students' sense of belonging and inclusion.
   Family Coach may have limited ability to provide individual case plan support based on agency policy requirements or parent request.

4. Sign-off on any and all confidentiality waivers and/or intended or accessible use policies as required by the District (may include ODHS system-level signature and/or signature by individual ODHS Family Coaches).

5. Connect with the identified family to obtain a release of information (ROI), a DHS 3010, to allow ODHS to share information with the school and relevant community partners in order to facilitate effective collaboration. NOTE: ODHS may opt to initiate Data Usage Agreements (DUAs) which may reduce the need for ROIs. Final determination on this will be made by ODHS.

6. Participate in team meetings (e.g., Student Intervention Teams, Student Involvement Teams, Student Attendance Response Teams, Building Screening Committees, Data Teams, Family Stability Teams, etc.) where student level data is shared to plan interventions.

7. Support evaluation and continuous improvement by sharing relevant data and information with the school, District, and other partners.

The District and Partner School will:

1. Identify students who are chronically absent or non-enrolled beginning September 1, 2022 and continuing throughout the contract period.

2. Obtain necessary ROIs to share student information within the parameters of relevant information sharing agreements, releases, and regulations. As well as collaborate with ODHS staff to identify and support students who are, or are at risk of becoming, chronically absent or at risk of academic failure as identified by school and district Early Warning Systems. NOTE: the District may opt to designate the ODHS Family Coach to be a school official under FERPA (the Family Educational Rights and Privacy Act) which may reduce the need for ROIs. Final determination on this will be made by the District.

3. Provide a dedicated workspace for the ODHS Family Coach at specified primary work sites, as well as access to a confidential meeting space at all service sites, and technology resources such as internet access and access to relevant student databases.

4. Coordinate team meetings (e.g., Student Intervention Teams, Student Involvement Teams, Student Attendance Response Teams, Building Screening Committees, Data Teams, Family Stability Teams, etc.) where student level data is shared to plan effective interventions. Invite consistent participation of the ODHS Family Coach in these meetings. The teams will collaboratively designate a lead to work with individual students/families which in some cases will be the ODHS Family Coach. Teams will review/support the wraparound plan (described below) developed by the ODHS Family Coach, the student, and the family in coordination with the School.

5. Manage the collection and appropriate sharing of attendance and/ or Early Warning System data and intervention tracking notes for each student who participates in a wraparound plan.

6. Support evaluation and continuous improvement by sharing relevant data and information with ODHS and other relevant partners.

The wraparound action plan (referenced in both the ODHS and the District sections above) should include, but not be limited to:

1. Baseline attendance and/or Early Warning System data for the student, including the previous year's cumulative attendance rates or other relevant historical data when available.

2. Identification of barriers to school attendance, including any barriers to parent's participation in the TANF/JOBS programs.

3. Identification of long-term academic needs for the student, such as tutoring, mentoring and other supports.

4. A description of what has previously been done by schools and/or other partners to address barriers for the student and/or family, including an assessment of the reasons for success or failure of these actions.

5. Identification of ODHS, school and community resources available to address identified needs and a detailed plan on how those resources will be used to address the barriers.

6. If applicable, a detailed plan for a student's re-entry into school including strategies to make up for missed work.

7. A plan for regular check-in meetings to be held as needed between school personnel, the ODHS Family Coach, the student and the student's family to discuss progress toward the goals of the wraparound action plan.

_____ _____

Representative of the District Date

Please print name here: _____

_____ _____

Nancy E. Thomas, D2 Chief Operations Officer Date

Oregon Department of Human Services

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

To: Board of Directors

From: Stephanie Field, Executive Director of Communications & Community Relations

Prepared by: Steve Padilla, Assistant Director of Public Relations & Partnerships

Subject: **Multnomah County Intergovernmental Agreement**

Policy: Immunization, Vision Screening/Eye Examination, and Dental Screening - JHCB

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:
Multnomah County will coordinate school-based dental screenings, sealants, fluoride varnish, and education ("The Work"), for a total of 17 elementary and middle schools during the 2022-23 school year and summer school year periods. The work will be delivered from September through July.

Previous Board Action:
The Board approved prior years' dental service with Multnomah County.

Background:
Senate Bill 660, passed by the Oregon State Legislature in 2015, requires local school dental sealant programs to be certified by the Oregon Health Authority before dental sealants can be provided in a school setting. RSD has partnered with Multnomah County for several years to provide health services to RSD students.

Financial Implications:
No cost to Reynolds School District.

Alternatives:
The Board could decide not to renew authorization of IGA between RSD and Multnomah County, which would not offer free dental services to our elementary and middle school students.

Staff Recommendation:
Staff recommends approval of this Intergovernmental Agreement to provide dental care for our elementary and middle school students.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorizes the renewal of an IGA with Multnomah County to provide dental services for underrepresented students at our elementary and middle schools.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
Contract Number HD-IGA-NFA-14466-2023

This is an Intergovernmental Agreement between Reynolds School District # 7 “District” and Multnomah County (County). County and Agency may be referred to collectively as the “Parties” and individually as “Party.”

CONTRACTOR ADDRESS:

1204 NE 201st Avenue
Fairview, OR 97024

Contract Documents. This Contract includes the following attached documents:

Exhibits

Exhibit Letter	Description
A	Oregon Health Authority Sealant Certification Letter
B	Permission Slip for Free Dental Services
C	Free Dental Services At Your Child’s School Reminder Form
D	Dental Screening, Sealants and Fluoride Results Form

PURPOSE:

The purpose of this Contract is to allow COUNTY to provide free dental screening and dental sealants to students in Reynolds School District # 7.

The Parties agree as follows:

1. **TERM.** The term of this Contract shall be from date of signature by both parties to June 30, 2023. This agreement may be renewed annually at the discretion of both parties.

2. **RESPONSIBILITIES OF COUNTY**. The County through the Integrated Clinical Services (ICS) Dental agrees to:

    a. Coordinate school based dental screenings, sealants, fluoride varnish, and education ("The Work"), for a total of 17 elementary and middle schools during the 2022-23 school year and summer school year periods. The work will be delivered from September through July to the following schools.

        i. Alder Elementary
        ii. Davis Elementary
        iii. Fairview Elementary
        iv. Glenfair Elementary
        v. Hartley Elementary
        vi. HB Lee Middle School
        vii. Margaret Scott Elementary
        viii. MLA Elementary
        ix. MLA Middle School
        x. Reynolds Middle School
        xi. Rockwood Prepatory Academy
        xii. Salish Ponds Elementary
        xiii. Sweetbriar Elementary

xiv. Troutdale Elementary
xv. Walt Morey Middle School
xvi. Wilkes Elementary
xvii. Woodland Elementary

b. Provide a consent form (Exhibit B – Permission Slip for Free Dental Services) to the district to be distributed to parents for consent of dental procedures. The consent form will include:

i. Notification to the parent that the district will not supervise the child or ICS Dental staff during the time of the service.
ii. This service is available to all students of the grades we serve, regardless of their insurance status. Where insurance does exist, we will bill Dental3. Parents/ guardians will not receive a bill for services rendered to students.
iii. Perform dental assessments and sealants for students in grades 2, 3, 6, 7, and 8 who opt in to the procedure.

c. Provide a reminder form (Exhibit C - Free Dental Services At Your Child's School Reminder Form) to be handed out to students

d. Provide a representative to teach a dental education lesson to grades 2, 3, 6, 7, and 8 once per school unless mutually agreed to by both parties.

e. Provide at least one on-site Hygienist to apply sealants using an Oregon Health Authority approved sealant and fluoride varnish certified procedure.

f. Provide all necessary assessment supplies, sealant materials, fluoride varnish, and equipment needed to provide service.

g. Furnish assessment results forms (Exhibit D - Dental Screening, Sealants, and Fluoride Results Form) for each student to take home after the procedure and attempt to contact the student's home if high dental needs are assessed.

h. Provide sealant data to each school following services to include the following: number of students screened, number of students receiving sealants and flouride, number of students referred for urgent dental needs.

i. Provide the district with the Oregon Health Authority Sealant Certification Letter and ensure all hygienists are certified according to the Oregon Health Authority rules.

j. Adhere to health industry standards related to limiting the spread of infectious disease and/or protocols issued by Local, State, and/or Federal Public Health Officials, including but not limited to Washington County Public Health, the Oregon Health Authority, and the U.S. Center for Disease Control.

3. **RESPONSIBILITIES OF** Reynolds School District # 7.

a. Distribute the Oregon Health Authority Sealant Certification Letter (Exhibit A) to all ICS Dental contracted schools.

b. Distribute first request consent forms in the beginning year packet to all parents and prepare for ICS Dental staff to pick up returned forms. Create a copy of all consent forms identified as Exhibits B, C, and D in this contract for the district's records prior to providing the forms to ICS Dental staff.

c. Coordinate the schedule of Sealant Education and Sealant Services with ICS Dental Staff.

d. Coordinate the scheduling of a private space at each site for sealant service with at least two power outlets, two garbage cans, tables, and chairs. The District will work with ICS Dental at least two weeks ahead of the service date on an alternative plan if these needs must be adjusted to an individual school location.

e. Allow ICS Dental access to wireless internet at the service sites.

f. Provide a school district liaison to communicate with schools, principals, nurses, teachers, and other school personnel to ensure cooperation and participation.

g. Provide a contact at each school who will prepare school staff for sealant and education services.

h. Allow ICS Dental to display signage promoting the services inside of school and outside facing public areas when requested by ICS Dental.

i. Allow ICS Dental to participate in school “open house” events for the purpose of providing families education about dental health and the availability of “no cost” preventive services at their child’s school.

j. Adhere to Oregon Department of Education Ready Schools Safe Learners guidance related to limiting the spread of infectious disease and/or protocols issued by local, State, and/or Federal Public Health Officials, including but not limited to Washington County Public Health, the Oregon Health Authority, and the U.S. Center for Disease Control.

4. **TERMINATION.** This Contract may be terminated at any time by mutual consent of both parties, or by either party upon 30 days written notice, delivered either in person or by certified mail.

5. **INDEMNIFICATION.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 7 the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim or demand arising from the negligence of the other party or its agents or employees.

6. **FERPA/STUDENT PRIVACY.** ICS Dental is hereinafter considered to be an "other school official" within the meaning of FERPA. A school official is a person or company with whom the District has contracted to perform a special task and who has a legitimate educational interest in the records they have access to.

   ICS Dental agrees to comply with both FERPA and corresponding Oregon law in regards to student education records. Personally identifiable information obtained from the District by ICS Dental in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA 99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill ICS Dental responsibilities under this Agreement.

7. **WAIVER**. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of the Agreement shall not operate as a waiver of such provision or any other provision.

8. **INSURANCE.** Each Party shall each be responsible for providing worker's compensation insurance as required by law. Neither Party shall be required to provide or show proof of any other insurance coverage.

9. **ADHERENCE TO LAW.** Each Party shall comply with all federal, state and local laws and ordinances applicable to the Contract.

10. **NON-DISCRIMINATION.** Each Party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

11. **ACCESS TO RECORDS.** Each Party shall have access to the books, documents and other records of the other which are related to the Contract for the purpose of examination, copying and audit, unless otherwise limited by law.

12. **SUBCONTRACTS AND ASSIGNMENT.** Neither Party will subcontract or assign any part of the Contract without the written consent of the other Party.

13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This Contract is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Contract is not a 190 IGA and does not constitute an authorization by a public body under ORS 190.010 or 190.110 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.

14. **THIS IS THE ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties. This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings or agreements, whether written or oral, between the parties with respect to such subject matter. This Contract may be modified or amended only by the written agreement of the Parties.

15. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) delivered in person or (b) two business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed to the applicable party as follow '

REYNOLDS SCHOOL DISTRICT:

Contact Person: Steve Padilla spadilla@rds7.net
Address: 1204 NE 201st Avenue Fairview, OR 97024
Telephone: 503-661-7200

INTEGRATED CLINICAL SERVICES DENTAL:

Contact Person: Barbara Broderick
Address: 10317 E. Burnside St., Portland, Or. 97216
Telephone: 503-988-9472

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: HD-IGA-NFA-14466-2023

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____ Title: _____

Name (print): _____ Date: _____

RSD Legal Review: 9/12/2022

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

Signature: Ebony Clarke /s/ Title: Health Department Director

Name (print): Ebony Clarke Date: August 30, 2022

Community Health Center Program Approval

Signature: Adrienne Daniels /s/ Title: Interim Director, FQHC ICS Director

Name (print): Adrienne Daniels Date: 8-30-22

PUBLIC HEALTH DIVISION
Center for Prevention & Health Promotion
Maternal & Child Health, Oral Health Program
Kate Brown, Governor

Oregon Health Authority

800 NE Oregon Street, Suite 825
Portland, Oregon 97232
Voice: (971) 412-0531
FAX: (971) 673-0240
TTY: (971) 673-0372

August 10, 2022

CERTIFIED LOCAL SCHOOL DENTAL SEALANT PROGRAM

This letter is to verify that Multnomah County Public Health is certified by the Oregon Health Authority (OHA) to provide dental sealant services in a school setting from August 1, 2022 - July 31, 2023.

Senate Bill 660, passed by the Oregon State Legislature in 2015, requires local school dental sealant programs to be certified by the Oregon Health Authority before dental sealants can be provided in a school setting.

Certification provides schools with assurance that a minimum set of standards will be met while delivering services. It also:

- Ensures that evidence-based practices are followed;
- Increases the coordination of services at a statewide level;
- Allows for better data collection; and
- Reduces the potential for redundancy of services provided.

Amid the COVID-19 pandemic, all certified programs are required to continue to adhere to stringent CDC and OHA infection control guidance to ensure school and student safety.

Based on strong evidence of effectiveness in preventing tooth decay among children, school dental sealant programs are deemed an evidence-based best practice by the Association of State and Territorial Dental Directors, Centers for Disease Control and Prevention (CDC) and the Community Preventive Services Task Force. Most tooth decay (90%) occurs in the molars. School dental sealant programs can reduce tooth decay by half.

For more information about the Certification Program for Local School Dental Sealant Programs, please visit http://www.healthoregon.org/sealantcert.

If you have any questions, please contact Karen Phillips, School Oral Health Programs Coordinator, at (971) 412-0531 or karen.phillips@dhsoha.state.or.us.

Sincerely,

Karen S. Phillips

Karen Phillips, MPH, RDH, EPP
School Oral Health Programs Coordinator
Oral Health Program
Oregon Health Authority, Public Health Division

Multnomah County Health Department

Exhibit B

Permission Slip for Free Dental Services

Free dental screenings, sealant placements, and brushed-on fluoride are offered at your child's school. These services are done by dental care professionals and will help prevent cavities.

Name of Child: _____
(Last) (First)
(Preferred Name)

Child's Date of Birth (mm/dd/yy): _____ /_____ /_____Teacher: _____ Grade: _____

Check ONE BOX below to sign up for this free service:

☐ **YES, provide all free services: Dental Assessment, Sealants, and Fluoride**

- ☐ YES, but only provide Dental Assessment and Sealants
- ☐ YES, but only provide Dental Assessment and Fluoride
- ☐ YES, but only provide Dental Assessment

☐ **NO, do not provide any dental services for my child**

Contact Information	
Parent/Guardian:	
Best phone number to reach you:	Permission to Text: ☐ YES ☐NO
Email address:	
Mailing address:	

Please provide the following information so we can better serve your child:

My child is taking (list medications):	None: ☐
My child is allergic to:	None: ☐
Any current medical problems:	None: ☐
Any behavioral considerations:	None: ☐
Other information to help us better serve your child:	None: ☐

Please complete the section below. You will not receive a bill.

Health Insurance: ☐Oregon Health Plan (OHP) / Medicaid ID# _____ ☐Private dental insurance company _____ ☐No health insurance	These services are **FREE!**

As the legal parent/guardian, I hereby consent to the release and sharing of information, including any personal health information, between the dental sealant staff, school staff, insurance carriers, the child's dentist, applicable Coordinated Care Organization, and/or the Dental Care Organization of record. I have received a copy of "Notices of Privacy Practices." Privacy Practices are available on the Dental3 website http://dental3.net/forms.

Parent/Guardian Signature: _____ Date: _____

Permission Slip for Free Dental Services

********** FOR OFFICE USE ONLY**********

I. **Decay – Yes or No is required for EACH of the decay options**
Treated Decay - Y / N
Untreated Decay – Y / N

II. **BSS (Basic Screening Survey)**
☐ **0** = Routine Care Recommended
☐ **1** = Early Dental Care Recommended
☐ **2** = Urgent Dental Care Recommended

III. **SCREENING – Additional Information**
☐Suspect permanent teeth have cavities or fillings.
☐Suspect primary teeth have cavities or fillings.

IV. **SCREENING AND SEALANT PLACEMENT**

2		**3**		**14**		**15**	
D	M	D	M	M	D	M	D
L		L		L		L	
O		O		O		O	
B		B		B		B	
31		**30**		**19**		**18**	

Health History Reviewed : Y / N Oral Health Instruction Given: Y / N

Comments: _____

Referral / Notes: _____

Provider's signature:_____

Provider's Name (Printed):_____

Today's Date:_____

Exhibit C

Multnomah County Health Department

DENTAL3

FREE DENTAL SERVICES AT YOUR CHILD'S SCHOOL REMINDER

Please return a signed permission slip to use this free service.

Services include:

- Free dental screening– *Our dental professional looks in the student's mouth to check the overall health of teeth and gums.*
- Free dental sealants– *Coatings put on the student's back teeth to prevent cavities.*
- Free Fluoride– *Brushed on teeth, this vitamin makes teeth stronger and prevents cavities.*

Why you should sign your child up for free services:

- Healthy teeth are important to your overall health.
- When dental sealants are done in school, you miss less work, and your child misses less school.
- Dental sealants are done by dental care professional
- See your dentist at least once a year.

Fluoride is put onto teeth with a small brush.

For more Information, Please call us at **503-988-3905**

Before Sealant

After

The Problem: Cavities

- Cavities are the most common childhood disease.
- About 50% of children aged 5-11 years have at least one cavity[1].

The Solution: Dental Sealants

- Students who receive sealants have 50% fewer cavities than students who do not[2].
- Fluoride application prevents 43% of cavities in permanent teeth and 37% of cavities in baby teeth[3].

[1] *CDC. Children's Oral Health. https://www.cdc.gov/oralhealth/basics/childrens-oral-health/index.html#:~:text=More%20than%20half%20of%20adolescents,one%*

[2] *Community Preventive Services Task Force. (2017) Improving Oral Health: School-Based Dental Sealant Delivery Programs. https://www.thecommunityguide.org/sites/default/files/assets/OnePager-OralHealth-School-Sealants.pdf*

[2] *Marinho VCC, Worthington HV, Walsh T, Clarkson JE. Fluoride varnishes for preventing dental caries in children and adolescents. Cochran Database of Systematic Reviews 2013, Issue 7. Art. No: CD002279. DOI: 10.1002/14651858*

Multnomah County
Health Department

Exhibit D

For more information or if you need help finding a dentist, please call us at 503-988-3905

RSD2223.174

Dental Screening and Sealant Results

Please share this information with your child's dentist

Name of Child: _____ Date: _____
(Last) (First)

Your child's teeth were checked at school today. Your child's results are marked below. Please continue to see a dentist at least once a year.

DENTAL SCREENING RESULTS

☐ Your child's teeth look great!
No visible signs of dental problems. See your dentist at least once a year.

☐ Signs of dental problems were found. Possible cavities or small cavities were seen in your child's teeth. A visit to a dentist is recommended in the next month.
__ Baby Teeth __ Permanent Molars

☐ Visible signs or symptoms of <u>serious dental problems were found</u>. Possible large cavities, pain or abscesses were present. An urgent visit to a dentist is recommended in the next 24-48 hours.

☐ We were not able to provide a screening or services. See your dentist at least once a year.

DENTAL SEALANTS

☐All services provided; assessment, sealants, fluoride varnish.

☐Assessment and sealants or partial sealants were placed on your child's back teeth (molars).
Please sign up again next year.

☐Assessment and fluoride varnish provided.

☐Assessment only provided.

☐Sealants were not placed on your child's teeth because:

___ The molars may have cavities. Please follow-up with your dentist.

___ The teeth have fillings, cannot have sealants placed.

___ The teeth already have sealants, no replacement needed today.

___ The teeth were not grown in far enough for sealants. Please sign up again next year.

___ The procedure was too difficult for your child.

PLEASE SIGN UP AGAIN NEXT YEAR!

In partnership with DENTAL3

Multnomah County
Health Department

Dental Screening and Sealant Results

Please share this information with your child's dentist

AFTER GETTING DENTAL SEALANTS

- Child can eat 10 minutes after sealant is placed.
- For the next 24 hours _____, child can only eat soft food. No candy. No crunchy, chewy or hard foods.
- Sealants only protect the back teeth. Brush and floss daily to keep teeth healthy.
- You may not be able to see the sealants or they may look white or cream colored.
- It may feel strange to bite for a day or two. That feeling goes away.
- An allergic reaction is possible but it is very rare. If you notice any unusual symptoms in your child after treatment, call your child's doctor.

PLEASE SIGN UP AGAIN NEXT YEAR!

In partnership with DENTAL3

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

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Anthony Lebron, Chief Financial Officer
Subject:	**Intergovernmental Agreement with Tax Supervising and Conservation Commission**
Policy:	Revenues from Private, State and Federal Sources – DE/DEB/DEC
Date:	September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:
The Tax Supervising and Conservation Commission provides consultation services to school districts. They advise staff and do training on budget issues and taxes. TSCC can provide hearings on tax ballot measures on special tax levies and bond issues proposed by the district. TSCC also provides budget certifications validating the district's budget in adherence to Local Budget Law (ORS 294.305-565).

Previous Board Action:
Not Applicable

Background:
Not Applicable

Financial Implications:
The cost for Reynolds to be a full-time member of the TSCC is $5,162.76 for 2022-2023 School Year.

Alternatives:
Not Applicable

Staff Recommendation:
Staff recommends the Board approves the IGA between Reynolds School District and Tax Supervising and Conversation Commission as proposed.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the IGA with Tax Supervising and Conservation Commission.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Tax Supervising and Conservation Commission

The Services Rendered to, and the Obligations of, TSCC Members

For Members Serving Populations Not Exceeding 200,000

Budget Certification. Annually, the Commission monitors districts' adherence to Local Budget Law (as set out in ORS 294.305-565) by reviewing each district's budget preparation process and its Approved Budget. The Commission functions as a second set of professional eyes on the budget and informs the governing boards regarding their district's conformance to local budget law. Following review of the Approved Budget….

> …the Commission (shall) certify in writing to the levying board of any municipal corporation… any objections which the commission may have to the adoption of the budget, or any item therein, or any recommendations which the commission may desire to make regarding the budget. If the commission does not desire to make any recommendations or objections, it shall certify that fact to the levying board. The responsibility of the commission shall be advisory only (ORS 294.645) except for authority under ORS 294.650 which directs the commission to order unlawful appropriations or taxes in excess of legal authority to be stricken from a district's budget and requires the district to comply.

Budget Hearing. Every district shall be entitled to budget hearing by the Commission (ORS 294.453). For districts serving populations not exceeding 200,000, TSCC will hold this hearing only at the district's request. The purpose of the hearing is for the Commission to carefully consider the budget, ask questions of the district, and solicit testimony on the budget from citizens. The hearing is held after the budget committee approves the budget and before the governing board adopts the budget.

Certification Letter. The Certification Letter is given to the district following the budget hearing (if the hearing is held by the Commission) or prior to the hearing (if the hearing is held by the district).

Response to Certification Letter. The district must consider any Commission objections or recommendations and respond as requested in the TSCC certification letter.

Tax Measure Hearings. When member districts submit property tax measures to voters, the Commission is statutorily required to hold a public hearing on the measure (294.655). The Commission typically holds these hearings in the month or two before the election. At the hearing, the Commission discusses the measure with district officials and takes public testimony. The Commission does not take action on the measure. These hearings are for information sharing only.

Cost of Membership. The net cost of operating TSCC is shared between Multnomah County, who pays half of the cost, and the member districts, who pay a pro-rata share of the other half. The proration is based on the size of a district's budget and the amount of permanent rate taxes levied. Current year member contributions range from $250 (the minimum amount) to over $50,000 for the district with the largest budget and tax levy.

Members do not receive an invoice. TSCC informs the assessor and each district of contributions annually in August. The assessor then deducts each district's contribution from the taxes collected, retains them in the county's general fund, and uses them to pay the TSCC expenses.

Timing. There are two calendar issues related to TSCC budget certification. We need time to review and certify all 31 of the budgets that hit our desks in April and May, so the statutes set out a time frame. **Districts must submit the Approved Budget to TSCC by May 15 (ORS 294.635) and at least 30 days before the District's budget hearing (294.431(1))**. TSCC can grant exceptions to these two deadlines, but those exceptions depend on the arrival schedules of the other districts' budgets.

Consulting Services Provided. As part of its obligation to help districts follow budget law, TSCC provides budget law training annually in January and we are always available for consultation on budget and property tax issues. We provide districts with a property tax revenue projection annually. We maintain a database of district budgets and taxes that is available for district comparisons and trending studies.

RESOLUTION #2022-2023-003
PROCLAIMING THE CELEBRATION OF
NATIONAL PRINCIPALS MONTH

WHEREAS, the Reynolds School Board has declared the month of October 2022 as "National Principals Month" in coordination with the efforts of the National Association of Elementary School Principals, the American Federation of School Administrators, and the National Association of Secondary School Principals, working with the U.S. Congress, to designate "National Principals Month" and resolutions thereof;

WHEREAS, the vision, dedication, and determination of a principal provides the mobilizing force behind any school reform effort;

WHEREAS, principals are expected to be educational visionaries, instructional leaders, assessment experts, disciplinarians, community builders, public relations experts, budget analysts, facility managers, special programs administrators, and guardians of various legal, contractual, and policy mandates and initiatives, as well as being entrusted with the education and development of young people, the most valuable resource;

WHEREAS, principals will play a vital role in the successful implementation of the Every Student Succeeds Act (ESSA);

WHEREAS, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives for schools to achieve educational excellence;

WHEREAS, the Reynolds School Board honors such exemplary elementary and middle level public, private, and independent school leaders committed to serving students from prekindergarten to grade eight (pre-K-8) in their profession;

WHEREAS, the Reynolds School Board recognizes outstanding middle level and high school principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession;

WHEREAS, to honor and recognize the contribution of all school principals and assistant principals at all grade levels to the success of students in Oregon elementary and secondary schools, and to encourage residents of Oregon to observe "National Principals Month" with appropriate ceremonies and activities that promote awareness of school leadership's role in ensuring that every child has access to a high-quality education.

NOW, THEREFORE, BE IT RESOLVED that in honor of the service of all elementary, middle level, and high school principals, and to recognize the importance of their school leadership so that every child has access to a high-quality education, and to celebrate school leader accomplishments, the month of October 2022 is hereby designated in Oregon to be "National Principals Month."

Adopted this 28th day of September 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent/Clerk

RESOLUTION #2022-2023-004
PROCLAIMING THE SECOND MONDAY OF OCTOBER
AS INDIGENOUS PEOPLES' DAY

WHEREAS, the Reynolds School Board of Education recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the Board values the many contributions made to our community through Indigenous People' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contribution that has substantially shaped our district; and

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

WHEREAS, the Board recognizes the fact that the Reynolds School District is built upon the homelands, villages, and traditional use areas of the Multnomah and Clackamas Chinookan of this region, without whom the building of the District would not be possible; and

WHEREAS, The Reynolds School District ("District'), through its Equity Policy, is committed to creating welcoming school environments and recognizing diversity and appreciation of culture, class, language, ethnicity, and other differences; and

WHEREAS, the District promotes closing the opportunity gap for Indigenous Peoples and eliminating the racial achievement gap and disproportionality in all aspects of education.

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations; and

WHEREAS, the Oregon American Indian/Alaska Native State Plan mandates that the public schools of our District teach about the history, culture, contemporary lives, and governments of the Indigenous peoples of the Americas, with special emphasis on those from Oregon and across the Pacific Northwest.

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board of Directors proclaims every second Monday of October, as Indigenous Peoples' Day. The District shall encourage staff to utilize the second Monday in October as an opportunity to reflect upon the ongoing struggles of the Indigenous Peoples of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous Peoples elsewhere.

Appropriate District calendars and websites shall reference the second Monday of October as Indigenous Peoples' Day.

The struggles and achievement of Indigenous Peoples contributed profoundly to the culture and community of the District. The District affirms the contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

The Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, our cities, and our schools.

Adopted this 28th day of September 2022.

Signed:

_____
Chair, Reynolds School District Board of Directors

Attest:

_____
Superintendent/Clerk

RESOLUTION # 2022-2023-005
RESOLUTION PROCLAIMING THE CELEBRATION OF NATIONAL BULLYING PREVENTION MONTH AND NATIONAL COMING OUT DAY

WHEREAS, Reynolds School District models, advocates, and promotes the safe and respectful treatment of all our members;

WHEREAS, the month of October is recognized as National Bullying Prevention Month;

WHEREAS, National Bullying Prevention Month is a campaign in the United States founded in 2006 by PACER's National Bullying Prevention Center. The campaign is held during the month of October and unites communities nationwide to educate and raise awareness of bullying prevention. Initially held the first week in October, the event was expanded in 2010 to the entire month.

WHEREAS, October 11th is recognized as National Coming Out Day, and this will be the 34th celebration of the day that promotes a safe world for lesbian, gay, bisexual, transgender and questioning (LGBTQ) individuals and their allies to live truthfully and openly;

WHEREAS, National Coming Out Day was founded 34 years ago by Robert Eichberg and Jean O'Leary who envisioned a world where LGBTQ+ people could live truthfully and openly. They believed that honest and genuine relationships would undermine the pervasive prejudice about LGBTQ+ concerns. Thirty-four years later, that vision still holds true;

WHEREAS, LGBTQ+ students who can identify an out LGBTQ+ school staff or adult ally report a dramatic increase in feeling safe overall at their school;

WHEREAS, almost 25% of students either have an LGBTQ+ family member or identify as LGBTQ+ themselves;

WHEREAS, sexual orientation and gender-expression-biased bullying are among the most common forms of harassment in schools;

WHEREAS, the school-dropout rate for LGBTQ+ students is up to triple the national rate of non- LGBTQ+ students, due to peer harassment and bullying;

WHEREAS, tragically, youth identifying as LGBTQ+ are overrepresented in the populations of youth experiencing houselessness, youth who are the victims of bullying, and youth who have attempted or died as a result of suicide;

WHEREAS, according to the Center for Disease Control, students who are bullied are more likely to experience low self-esteem and isolation, perform poorly in school, have few friends in school, have a negative view of school, experience physical symptoms (such as headaches,

stomachaches, or problems sleeping), and to experience mental health issues (such as depression, suicidal thoughts, and anxiety);

WHEREAS, Bullying affects witnesses as well as targets. Witnesses are more likely to use tobacco, alcohol, or other drugs; have increased mental health problems; and miss or skip school;

WHEREAS, according to the Center for Disease Control, Youth who bully others are at increased risk for substance use, academic problems, and experiencing violence later in adolescence and adulthood. Youth who bully others and are bullied themselves suffer the most serious consequences and are at greater risk for mental health and behavioral problems.

WHEREAS, we strive to ensure that the District is a consistently safe and affirming space for all students and their families; and

WHEREAS, we affirm our commitment to a safe and affirming space by recognizing National Bullying Prevention Month and National Coming Out Day;

NOW, THEREFORE, BE IT RESOLVED that by recognizing October as National Bullying Prevention Month and October 11th as National Coming Out Day, we the Governing Board of Reynolds School District, support policies, practices and curriculum that support a safe and affirming space for all stakeholders and honor and respect lesbian, gay, bisexual, transgender, and questioning staff, students and their families.

Adopted this 28th day of September 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent/Clerk

RESOLUTION #2022-2023-006

PROCLAIMING THE CELEBRATION OF

NATIONAL SCHOOL LUNCH WEEK

WHEREAS, in 1946, then-President Harry Truman signed the National School Lunch Act;

WHEREAS, the National School Lunch Program is now the largest federal child nutrition program;

WHEREAS, on October 9, 1962, Congress, by joint resolution, designated the week beginning the second Sunday in October each year as "National School Lunch Week;"

WHEREAS, October 10-14, 2022 is designated National School Lunch Week;

WHEREAS, approximately 30 million students nationwide are served daily meals through the National School Lunch Program;

WHEREAS, 95% of students nationwide are enrolled in schools participating in the National School Lunch Program;

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our nation's children and has served our country for more than 60 years through advanced practices and nutrition education;

WHEREAS, the nutrition staff across the Reynolds School District serve approximately 2,867 breakfasts and 5,324 lunches each day;

WHEREAS, every Reynolds School District student enrolled in 17 schools receive breakfast and lunch at no cost under the Community Eligibility Provision (CEP) meal service through the National School Lunch Program;

WHEREAS, the Reynolds School District celebrates and recognizes events and activities promoting the benefits of the National School Lunch Program;

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School District publicly thanks the Nutrition Services managers and the staff at each school for providing an excellent School Nutrition program for our school district.

BE IT FURTHER RESOLVED that Reynolds School District Board of Education proclaims the district will celebrate National School Lunch Week from October 10-14, 2022.

Adopted this 28th day of September 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent/Clerk

RESOLUTION #2022-2023-007
RESOLUTION PROCLAIMING THE CELEBRATION Of
NATIONAL SCHOOL CUSTODIAN APPRECIATION DAY

WHEREAS, Fifty-Five full-time custodians working daily to clean over one million square feet;

WHEREAS, Custodians have safely carried us through the COVID-19 pandemic by providing our students and staff with Personal Protective Equipment (PPE) and other safety items: child and adult sized face coverings, hand sanitizer, social distancing signage, bio-based disinfectants, and electrostatic sprayers to safely disinfect entire classrooms in minutes;

WHEREAS, Custodians are the "eyes and ears" on the school campus, often the only person making the rounds, inside and outside the building, aware of anything or anyone out of the ordinary, assuring that doors are secure, that any hazard is eliminated, that the learning environment is safe and secure;

WHEREAS, Custodians work tirelessly to remove dirt, dust, allergens, and other asthma triggers, thus helping to reduce the largest cause of student absenteeism in the United States;

WHEREAS, Custodians are setting a professional example of positive adult behavior, fostering positive relationships with staff and students, and showing a friendly, smiling face to light up a students' day;

NOW, THEREFORE, BE IT RESOLVED, The Reynolds School Board publicly thanks the custodial staff for their hard work and dedication to provide a healthy and safe learning environment for the students in our school district.

BE IT FURTHER RESOLVED, the District shall celebrate National School Custodian Appreciation Day on October 2, 2022.

Adopted

Signed:

_____
Chair, Reynolds School District Board of Directors

Attest:

_____
Superintendent/Clerk

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

To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of Schools

Prepared by: Elizabeth Pomykala, Administrative Assistant to the Executive Director of Schools

Subject: **2022 Phoenix Overnight Trips**

Policy: Field Trips and Special Events - IICA

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 2: Culturally Responsive Teaching
We will interrupt bias and microaggression in curriculum and instructional practice.

Summary:
Reynolds Learning Academy, working in partnership with Synergo and Full Circle, is proposing two-weekend trips to Camp Collins to allow up to 24 students to participate in the Full Circle Phoenix Program in November 2022 and Spring of 2023. This experience will offer RLA students a unique opportunity to participate in a high-impact, hands-on, intervention-based learning experience. The goals of this activity are to create empowered teens, extend classroom learning relative to character development and develop essential skills in the areas of Problem Solving/Critical Thinking, Teamwork, Communication, Personal Management, and Goal Development.

These trips will provide valuable educational experiences to the students at Reynolds Learning Academy in Social and Emotional Learning, Character Education, and Personal Responsibility, as well as teaching integrity and ethics, developing teamwork, and promoting positive self-esteem. In addition, participants will be provided with four follow-up sessions and will "graduate" from the Full Circle Phoenix Program with new problem-solving and interpersonal skills that they can apply at school and at home. Finally, students will have the opportunity to actively participate in their educational experience through participation in team building activities, ropes course participation, and guided personal exploration.

Previous Board Action:
This trip is similar to RLA West/Phoenix field experiences proposed and approved by the Reynolds School District School Board in the past.

Background:
This trip will provide valuable educational experiences in Character Education and Personal Responsibility, as well as teaching integrity and ethics, developing teamwork, and promoting positive self-esteem. In addition, participants will be provided with five follow-up sessions and will "graduate" from the Full Circle Phoenix Program with new problem-solving and interpersonal skills that they can apply at school and at home. Finally, this trip gives students the opportunity to actively participate in their educational experience through participation in team building activities, ropes course participation, and guided personal exploration.

Financial Implications:

Estimated cost of trip $ 4,099.04 . Below they describe how the trip will be funded.

Budget of $4,099.04 (Based on 24 students)

The total cost for this trip will be $4,099.04

Item	Amount	TOTAL **$4,099.04**
Phoenix Tuition (up to 24 students)	3 Days/2 nights	$ 3000.00
Transportation (to Camp Collins and back to RLA)	$180.00	$ 180.00
Overnight compensation for RLA staff supervising the trip.	$114.88 per night for 5 RLA staff members	$919.04

This trip is funded through the approved RLA Measure 98 funds. No monies, outside of those provided for within that budget, will be used.

Alternatives:
This trip is an essential part of creating the culture of RLA. However, should this proposal not be approved by the Reynolds School District School Board, Reynolds Learning Academy would work with the outside providers mentioned, to provide the learning experience in an alternate manner.

Staff Recommendation:
Staff recommend approving this trip. The Phoenix Program is unique in its follow-up sessions. Students are not just subjected to a weekend experience that, while powerful, may be hard to maintain. The Phoenix Program incorporates five follow-up sessions to reinforce the learning and a graduation celebration.

Motion:

A. Motion Made by Board Member:
   a. I move to approve the RLA – Phoenix Overnight Field Trip as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

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

Field Trips and Special Events**

The board recognizes the educational value of field trips and co-curricular activities involving transportation. The board is also accountable for expenditures and the effective and legal use of district vehicles. Therefore, all trips and costs must be approved within the following policy:

1. Principals, by delegation from the superintendent, may authorize the use of district vehicles for educational field trips and state sanctioned co-curricular activities for which funds have been budgeted.

   Principals may also authorize the use of district vehicles for other school-related activities. Expenses for such activities shall be paid by the participants or student organizations;

2. Overnight trips shall have the approval of the principal and be brought to the attention of the superintendent. Parents shall be provided an itinerary and give permission for student participation prior to the trip. Expenses for unbudgeted trips must be paid by the participants or student organizations;

3. Trips over an extended number of days require approval from the principal and the superintendent. Expenses are to be paid by the participants or student organizations. Use of district vehicles must be approved by the superintendent.

   Emergency procedure plans and itineraries must be filed with the superintendent and the principal prior to the trip;

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must no unduly delay the return of the bus to the school;

5. Chaperons will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;

6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;

7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

8. Trips occurring outside the school year require the approval of the principal, the superintendent and the board. Expenses for such trips shall be paid by the participants or student organizations. Use of district vehicles beyond a 25 mile radius, for other than league competitions or other than a one-day basis, may be permitted. Legal and effective use of vehicles will be ascertained by the superintendent.

   Emergency procedure plans and itineraries must be filed with the principal and the superintendent;

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;

10. Student travel requests over 100 mile round trip must be board approved;

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

Name of Group: RLA Phoenix Program School: Reynolds Learning Academy

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: September 1, 2022

Date(s) of Activity: Trip 1: November 17th – 19th, 2022 Trip2: Spring 2023, dates TBD

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip.

Please accept this proposal for two RLA overnight trips to Camp Collins to participate in the Full Circle Phoenix Program. Reynolds Learning Academy, working in partnership with Synergo and Full Circle, is proposing two weekend trips to Camp Collins to allow up to 24 students to participate in the Full Circle Phoenix Program in October 2022 and Spring of 2023. This experience will offer RLA students a unique opportunity to participate in a high impact, hands-on, intervention-based learning experience. The goals of this activity are to create empowered teens, extend classroom learning relative to character development and develop essential skills in the areas of Problem Solving/Critical Thinking, Teamwork, Communication, Personal Management and Goal Development.

These trips will provide valuable educational experiences in Social Emotional Learning, Character Education and Personal Responsibility, as well as teaching integrity and ethics, developing teamwork and promoting positive self-esteem. In addition, participants will be provided with four follow up sessions and will "graduate" from the Full Circle Phoenix Program with new problem solving and interpersonal skills that they can apply at school and at home. Finally, students will have the opportunity to actively participate in their educational experience through participation in team building activities, ropes course participation, and guided personal exploration.

2. List staff member(s) responsible for students. List all other supervisors on trip.
   RLA staff members:
   Fall 2022: Laura Craford (RLA Social Worker), Kendra Dewater (RLA Math Teacher), Ramon Hall (SMT), Gio Pena (Science teacher), Lamendola-Gilliam (SMT); Spring 2023: Laura Craford (RLA Social Worker) + 3-4 staff TBD

3. School equipment to be used:
   RLA proposes to use District transportation to transport students to and from Camp Collins.

4. Lodging:
   Students will sleep in cabins at Camp Collins.

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

6. Estimated number of students: 24 Number of supervisors: 4-5

7. Parent permission slip on file: _X__ Yes ____No

8. Person or persons initiating request: Laura Craford, RLA Social Worker Date: 9/11/2022____

9. Principal approval: Aaron Ferguson____ Date: 9/1/202__

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

If denied, reason _____

_____

District Activities Coordinator Date

Final Approval _____ Yes _____ No

_____
_____
_____
____

District Activities Coordinator Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.

Proposed Itinerary for Fall 2022 (Spring trip will follow similar plan):

Thursday, November 17

8:30-3:45	Students arrive at school and participate in a full day of classes
4-4:45	Leave RLA and arrive at Camp Collins
5:00-6:00	Eat Dinner, cafeteria and dish clean up
6:00-10:30	Group Time, Team building activities
10:30-11:00	Get ready for bed/Lights out

Friday, November 18

7:30-9:00	Eat breakfast, pack lunches, clean up
9:00-12:00	Ropes Course A
12:00-12:30	Eat lunch
12:30-4:30	Ropes Course B
4:30-5:00	Quiet time in lodge
5:00-6:00	Dinner preparation, eat, clean-up
6:00-10:30	Team building activities
10:30-11:00	Get ready for bed/Lights out

Saturday, November 19

7:00—9:30	Wake up, eat, pack up
10:00-12:00	Team Building Activities
12:00-1:00	Lunch
1:00-3:00	Closing program
2:30-3:00	Depart from Camp Collins and arrive RLA

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

Phoenix is an intensive three-day training program for high school youth. Since inception, the program has reached hundreds of regional area youth participants. The program takes place during an intensive three-day weekend session at YMCA Camp Collins in Gresham, Oregon. Led by regional leaders, Synergo, in youth and adult facilitation with the assistance of RLA Staff members, teens evaluate who they are, assess the causes of their challenges, and redefine where they want to go in life. To support these objectives, facilitators work with youth to develop skills that will foster better decision-making, greater self-sufficiency, and a deeper level of leadership and service in the community.

Education Goals

A Education: Integration of classroom and field experience.
Teaches students how academics apply to the everyday life (answers the question, "where will I ever use this?")

1) Career Related Learning/Essential Skills
- i Develops Problem Solving Skills
- ii Develops Decision Making Skills
- iii Teaches Teamwork
- iv Encourages Career Development
- v Develops Personal Management Skills
- vi Creates Communication Opportunities

vii Creates self-empowerment opportunities
viii Enhances project skills
ix Exposes students to different management techniques
x Teaches students how to work with different leadership styles
xi Guides students on how to coordinate and manage projects.
xii How to respond and be successful in stressful and new environments
xiii How to identify and use key leadership skills
xiv Ongoing assessment of career and life opportunities.

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

During their time at Camp Collins, participants will engage in experiential activities in the course room that includes small group discussions, energizing games/initiatives, story-telling, creation of an art collage, and the opportunity to reflect on their past while setting goals for their future. The participants will also spend an afternoon on a challenge course to learn how to work as a team and develop trust within themselves and the group.

To enhance the impact of the weekend, the Phoenix Program includes four follow up after school sessions and a graduation event in the communities where the students live and go to school. This enables participants to remain connected to their "Phoenix Community," gain support, and add new skills and knowledge to their tool kits. Students are expected to attend all sessions.

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

The cultural impact of this trip on the RLA community cannot be overstated. Students return from the Phoenix Program with new motivation and skills contributing to not only their success but the success of the school. They become leaders within the community, setting a tone of personal responsibility for the rest of the student population to follow. Reynolds Learning Academy has participated in the Phoenix program 1-2 times yearly, (with exception of Covid years) for approximately 10 years. Countless RLA students have successfully completed this program.

5. Estimated cost of trip $ 4,099.04 . Describe how the trip will be funded.

Budget of $4,099.04 (Based on 24 students)

The total cost for this trip will be $4,099.04

Item	Amount	TOTAL **$4,099.04**
Phoenix Tuition (up to 24 students)	3 Days/2 nights	$ 3000.00
Transportation (to Camp Collins and back to RLA)	$180.00	$ 180.00
Overnight compensation for RLA staff supervising the trip.	$114.88 per night for 5 RLA staff members	$919.04

This trip is funded through the approved RLA Measure 98 funds. No monies, outside of those provided for within that budget, will be used.

6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).

RLA will coordinate with RSD Transportation to provide bus service to Camp Collins and back to RLA

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

All students will adhere to the following guidelines and conditions while on the trip. Staff will be with students at all times to ensure maximum safety for students.

- Standard Reynolds School District rules and regulations will be enforced and followed. Appropriate disciplinary action will be taken if students are found to be in violation of any of these or Full Circle's expectations and staff will notify Aaron Ferguson of any issues as they arise.

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

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: Reynolds Learning Academy

Description of field trip/activity: Phoenix Program Overnight Field Trip to Camp Collins

Location/Destination: Camp Collins, Gresham,Oregon

Date(s) of field trip/activity: February 28th – March 2nd, 2019

Name(s) of person in charge of field trip/activity: Laura Craford RLA Social Worker

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

_____
_____
_____

Student Signature Date

_____
_____
_____

Parent Signature Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____
Birth Date: _____
Address: _____
Home Telephone: _____
Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____
Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____
Relationship: _____
Telephone: _____
Physician: _____
Telephone: _____
Last Tetanus Shot: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:
Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.
Activity:

_____ _____
Parent/Guardian Signature Date

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

To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of the Office of Schools

Prepared by: Elizabeth Pomykala, Administrative Assistant to the Executive Director of Schools

Subject: **MYC School to Work, Forest/Watershed Ecology**

Policy: Field Trips and Special Events- IICA

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

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

Summary:

The Reynolds Learning Academy would like to attend an educational field trip to Silver Falls, Oregon for the Multnomah Youth Cooperative school-to-work and orientation event. While there, students will work with the Oregon State Parks staff to remove unwanted plants and help with other on-site projects that provide extended learning opportunities about watersheds, cycles and systems, plant ecology, native mammals and aquatic animals, forest ecology, natural history, and hydroelectric and solar power. Of the twelve MYC/RLA students attending the event they will be accompanied by two MYC staff, and an RLA teacher. The group will be leaving RLA on Tuesday, November 15, 2022, stay in the Silver Falls State Park cabins for two nights, and return Thursday, November 17, 2022. This trip will give the Reynolds Learning Academy students an opportunity to be immersed in the wilderness for a rich learning opportunity. They will receive formal instruction using the outdoors as a lab to learn about biodiversity, human impact, key environmental indicators, and resource conservation. In addition, students will also take interpretive hikes and learn about mosses, lichens, liverworts, nature journaling, and forest ecology.

Previous Board Action:

This trip is similar to prior MYC field experience trips students have participated in the past, which have been previously approved by the board. MYC has partnered with Opal Creek Ancient Forest Center in the past and values the educational partnership on behalf of students.

Background:

This trip has been operated and approved by the RSD Board for the past five years (before the Beachie Creek Wildfire this trip was held at Opal Creek Ancient Forest Center) and provides students with the opportunity to network and develop skills from professionals within the Natural Resources and Education field. This trip meets the requirements of the MYC Program CTE objectives in co-curricular activities, meaningful community experiences, goal setting, team building, and career development. The MYC partners believe that overnight trips to sites are a crucial part of student learning as they are more effectively able to experience the real world through hands-on training. Students will receive educational opportunities through this hands-on experience and gain experience with applying their skills in a real-world setting.

Financial Implications:

The estimated cost of trip is $1409.00. The funding has been secured through the MYC Fee for Service account.

Budget of $1409.00 (Based on 15 people)

Item	Amount	TOTAL **$1409**
Lodging, food, supplies (15 people)	3 Days/2 nights	$ 1016
Transportation (2 activity vans)	300 miles @ $1.31	$ 393

All funds allocated and budgeted item from the MYC/Trades M98 funds.

Alternatives:

This trip is an essential part of the field experience component of the MYC program. However, should this proposal not be approved by the Reynolds School District School Board, Reynolds Learning Academy will work with outside providers, to then provide an alternate learning experience.

Staff Recommendation:

The administration is requesting the proposal for approval to be made for the MYC overnight trip to Silver Falls State Park, in Silver Falls State Park, on November 15, 2022.

Motion:

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

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

Field Trips and Special Events**

The board recognizes the educational value of field trips and co-curricular activities involving transportation. The board is also accountable for expenditures and the effective and legal use of district vehicles. Therefore, all trips and costs must be approved within the following policy:

1. Principals, by delegation from the superintendent, may authorize the use of district vehicles for educational field trips and state sanctioned co-curricular activities for which funds have been budgeted.

   Principals may also authorize the use of district vehicles for other school-related activities. Expenses for such activities shall be paid by the participants or student organizations;

2. Overnight trips shall have the approval of the principal and be brought to the attention of the superintendent. Parents shall be provided an itinerary and give permission for student participation prior to the trip. Expenses for unbudgeted trips must be paid by the participants or student organizations;

3. Trips over an extended number of days require approval from the principal and the superintendent. Expenses are to be paid by the participants or student organizations. Use of district vehicles must be approved by the superintendent.

   Emergency procedure plans and itineraries must be filed with the superintendent and the principal prior to the trip;

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must no unduly delay the return of the bus to the school;

5. Chaperons will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;

6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;

7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

8. Trips occurring outside the school year require the approval of the principal, the superintendent and the board. Expenses for such trips shall be paid by the participants or student organizations. Use of district vehicles beyond a 25 mile radius, for other than league competitions or other than a one-day basis, may be permitted. Legal and effective use of vehicles will be ascertained by the superintendent.

   Emergency procedure plans and itineraries must be filed with the principal and the superintendent;

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;

10. Student travel requests over 100 mile round trip must be board approved;

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

Name of Group: RLA West Multnomah Youth Cooperative (MYC) School: RLA West

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: August 16, 2022 Date(s) of Activity: Novemeber 15-17, 2022

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip. (Complete related section on the next page.)

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

3. School equipment to be used:
RLA Proposes to use District Vehicles 214 and 215 for transportation to Silver Falls, Oregon.

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

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

6. Estimated number of students: ___12___ Number of supervisors: ___3___

7. Parent permission slip on file: _X_ Yes ____No

8. Person or persons initiating request: Rose Sandy, MYC Coordinator Date: 08/16/2022_

9. Principal approval: Aaron Ferguson Date: 08/16/22

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

If denied, reason _____

_____

District Activities Coordinator Date

Final Approval _____ Yes _____ No

District Activities Coordinator _____ Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.

Proposed Itinerary:

Tuesday, November 15, 2022

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

Wednesday, November 16, 2022

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

Thursday, November 17, 2022

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

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

The Multnomah Youth Cooperative will take a three day trip to Silver Falls, OR. They will complete a service project for the Oregon State Parks, compare/contrast the ecosystems and make connections about how the systems are interrelated. Students will receive educational opportunities through hands-on experience and broadened community exposure. We will be drawing connections

between the projects we will be working on throughout the year and what we are studying, discussing human impact, land management practices, renewable energy and potential career opportunities.

Education Goals

A Education: Integration of classroom and field experience.

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

1) Broadens understandings in basic core curriculum.

2) Science

a. Cascades Climatology and Ecology Study and Road Tour
H.2L.2 Explain how ecosystems change in response to disturbances and interactions. Analyze the relationships among biotic and abiotic factors in ecosystems.
H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.
H.3S.2 Design and conduct a controlled experiment, field study, or other investigation to make systematic observations about the natural world, including the collection of sufficient and appropriate data.
H.3S.3 Analyze data and identify uncertainties. Draw a valid conclusion, explain how it is supported by the evidence, and communicate the findings of a scientific investigation.

b. Groundwater, Springs, Water Cycle and Watershed Influences Study at Silver Creek
H.2E.4 Evaluate the impact of human activities on environmental quality and the sustainability of Earth systems. Describe how environmental factors influence resource management.
H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.
H.2E.1 Identify and predict the effect of energy sources, physical forces, and transfer processes that occur in the Earth system. Describe how matter and energy are cycled between system components over time.

c. Macroinvertebrate and Water Quality Study: Comparing Water Quality at Silver Creek and Downstream
H.2E.4 Evaluate the impact of human activities on environmental quality and the sustainability of Earth systems. Describe how environmental factors influence resource management.
H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.
H.3S.2 Design and conduct a controlled experiment, field study, or other investigation to make systematic observations about the natural world, including the collection of sufficient and appropriate data.
H.3S.3 Analyze data and identify uncertainties. Draw a valid conclusion, explain how it is supported by the evidence, and communicate the findings of a scientific investigation.

d. Field Studies of Local Plants and Wildlife in the Silver Falls State Park
H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.
H.3S.2 Design and conduct a controlled experiment, field study, or other investigation to make systematic observations about the natural world, including the collection of sufficient and appropriate data.
H.3S.3 Analyze data and identify uncertainties. Draw a valid conclusion, explain how it is supported by the evidence, and communicate the findings of a scientific investigation.

e. Geology Study: Fluvial Geomorphology of Silver Falls State Park
H.2E.1 Identify and predict the effect of energy sources, physical forces, and transfer processes that occur in the Earth system. Describe how matter and energy are cycled between system components over time.

3) Social Studies

a. Groundwater, Springs, Water Cycle and Watershed Influences Study
SS.HS.GE.07 Understand human modifications of the physical environment and analyze their global impacts and consequences for human activity.
SS.HS.GE.07.01 Distinguish between renewable resources and non-renewable resources and the global consequences of mismanagement.
SS.HS.GE.07.02 Identify and understand different methods of extracting and using resources, and analyze and compare the effect on the environment.
SS.HS.GE.08 Identify and give examples of changes in a physical environment, and evaluate their impact on human activity in the environment.

SS.HS.GE.08.01 Identify and give examples of changes in human activity due to changes in the physical environment, and analyze the impact on both.

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

Health

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

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

4) Language Arts

a. Thank you letters written to State Parks staff and volunteers

EL.HS.WR.03 Identify audience and purpose.

EL.HS.WR.04 Choose the form of writing that best suits the intended purpose--personal letter, letter to the editor, review, poem, report, or narrative.

EL.HS.WR.05 Use the writing process--prewriting, drafting, revising, editing, and publishing successive versions.

EL.HS.WR.09 Edit and proofread one's own writing, as well as that of others, using the writing conventions, and, for example, an editing checklist or list of rules with specific examples of corrections of specific errors.

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

5) Career and Technical Education Skills

i Develops Problem Solving Skills
ii Develops Decision Making Skills
iii Teaches Teamwork
iv Encourages Career Development
v Develops Personal Management Skills
vi Creates Communication Opportunities
vii Creates self-empowerment opportunities
viii Enhances project skills
ix Exposes students to different management techniques
x Teaches students how to work with different leadership styles
xi Guides students on how to coordinate and manage projects.
xii How to respond and be successful in stressful and new environments
xiii How to identify and use key leadership skills
xiv Ongoing assessment of career and life opportunities.

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

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

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

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

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

5. Estimated cost of trip $ 1409.00 . Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)

The total cost for this trip will be $1409.00 Budget of (Based on 15 people)

Item	Amount	TOTAL $
Lodging, food, supplies (15 people)	3 Days/2 nights	$ 1016
Transportation (2 activity vans)	300 miles @ $1.31	$ 393

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

6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).

   RLA Proposes to use District Vehicles 214 and 215 for transportation to Silver Falls, Oregon. Maya Seidel and Rosalee Sandy, both certified Reynolds School District Activity Van Drivers (Type 10/20 licensed) will be responsible for the driving of the vehicles.

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

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

   - Standard Reynolds School District rules and regulations will be enforced and followed. Appropriate disciplinary action will be taken if students are found to be in violation of any of these or MYC's expectations and staff will notify Aaron Ferguson of any issues as they arise.

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

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: Reynolds Learning Academy

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

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

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

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

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

_____
_____
_____

Student Signature Date

_____
_____
_____

Parent Signature Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____
Birth Date: _____
Address: _____
Home Telephone: _____
Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____
Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____
Relationship: _____
Telephone: _____
Physician: _____
Telephone: _____
Last Tetanus Shot: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:
Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.

Activity:

Parent/Guardian Signature

Date

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

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant to the Deputy Superintendent

Subject: **Authorization to Spend More than $150,000 with Wright Security Enterprises**

Policy: Personal Services Contracts – DCJA, Staff Health and Safety – GBE, Student Safety – JHF

Action ☒
Report ☐

Date: September 28, 2022

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:

A Request for Proposal for an unarmed security presence at Reynolds High School, Reynolds Middle School, and H.B. Lee Middle School was published during the summer of 2022. Walt Morey Middle School may also receive security services.

Security personnel will partner with school administrators, campus monitors, and school resources deputies to increase safety at the schools by identifying and mitigating potential safety issues. Security personnel are to be specially trained in identifying the escalation cycle and applying appropriate de-escalation practices with student populations.

The selection committee reviewed multiple proposals and held interviews. Wright Security Enterprises (WSE) was selected for the contract. The contract will be for two years with a two-year option to renew. The annual cost for this work requires approval by the Board.

Please refer to the following attachment(s): Attachment A

Previous Board Action:

The Board approved a contract with Wright Security Enterprises December 15, 2021 for the 2021-22 school year.

Background:
In 2021, Wright Security Services, which provides security for the Keizer-Salem School District, was recommended by the PACE school safety consultant to address security issues at schools and the transportation yard. In order to reduce liability, PACE staff recommended comprehensive security services to include: patrol of facilities after hours, on-site security during school hours, and additional professional development for school staff in de-escalation and violence prevention techniques.

Due to procurement regulations, it was necessary to follow the RFP process prior to contracting for security services for this current school year.

Financial Implications:
The cost for these services annually is $529,644.

Alternatives:
If the Board does not approve the contract, the District will incur increased liability for any future school safety and security incidents.

Staff Recommendation:
Staff recommends the Board authorize the expense of more than $500,000 for security services through Wright Security through June 30, 2024.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorize the expense of more than $500,000 for security services with Wright Security through June 30, 2024.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Reynolds School District

REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: Wright Security Enterprises, LLC

WITNESSETH:

1. The contractor shall provide RSD with the following information:

a. Company Legal Name Wright Security Enterprises, LLC

b. Contract Signer Name Winston Wright Contract Signer Email winston@wright security.co

c. Mailing Address 1127 Broadway St. NE, Ste. 360 Salem, OR 97301

d. Telephone Number 503-428-6326

e. Federal Tax ID No. 46-0894086 **Contractor must submit W-9 to RSD's Finance Department*

f. Business Designation (check one) ☐ Individual ☐ Sole proprietorship ☐ Partnership

☒ Corporation ☐ Community College ☐ Other: _____

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

1099 Withholding Exemption:
If exempt from backup withholding (form 1099 reporting), check this box ☐ and check your qualifying reason below:

☐ i. Corporation
☐ ii. Tax Exempt Charity under 501(a), or IRS
☐ iii. The United States or any of its agents or instrumentalities
☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
☐ v. A foreign government or any of its political subdivisions
☐ vi. District will deduct taxes from pay, which will occur monthly

f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☒ Yes ☐ No ☐ N/A

g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? ☒ Yes ☐ No ☐ N/A

2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). **Attach an exhibit/additional sheet if needed.*

See attached proposal

3. Contract Term:

This Contract becomes effective on: October 10, 2022

Unless terminated earlier as provided below, this Contract shall continue through: June 30, 2024

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: $ 1,059,288
**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: $ _____ per (period) _____

What is the total estimated compensation? $ _____

Additional description of pay, if applicable:

Estimated expenses for service of Reynolds High School, Reynolds Middle School, HB Lee Middle School and Walt Morey Middle School is $529,644 annually for two security personnel at each respective school.

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: (*Check all that apply)*

☐ Exhibit A: Statement of Work ☒ Exhibit B: Contractor's Proposal ☐ Exhibit C: Insurance Requirements

☒ Other (please describe): Request for Proposal (RFP

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of $500,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed $500,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed $500,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of $500,000. No compensation shall be due or payable to Contractor in excess of $500,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.

9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:

    a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
    b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
    c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
    d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

    If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.

12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.

13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of $2,000,000 per occurrence, $3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

    _____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than $1,000,000 per occurrence.

    _____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.

15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
    a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
    b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
    c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.

20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.

21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

22. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.

23. Work Performed on RSD Property. Contractor shall comply with the following:
    a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
    b. Sign-in Required: As required by schools and other RSD locations, each that day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
    c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
    d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
    e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.

24. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District's obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

25. Confidentiality; FERPA Redisclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the redisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisclosure of confidential student information must be in compliance with the redisclosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

26. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.

27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.

28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

31. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.

35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/ or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

(Sign on following page)

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Contractor Name
Title	Contractor Title
Date Signed	Date Signed

Review required for final authorization

Signature of Program Director	Date Signed
Signature of Site Manager	Date Signed

☐ **Account code for applicable charges** _____
(Required for revenue, expense, and pass-through funds)

☑ Board approval required if estimated charges exceed $500,000 Board approval date: _____

☐ Background check completed (required if in direct contact with students)

☑ Certificate of insurance provided

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Proof of Vaccination. As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contactors and volunteers may not continue to provide services to the District even with these exceptions.

(Sign on following page)

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Contractor Name
Title	Contractor Title
Date Signed	Date Signed

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

REYNOLDS SCHOOL DISTRICT #7

REQUEST FOR PROPOSAL
SCHOOL SECURITY SERVICES

RELEASE DATE: August 10, 2022

PROPOSALS DUE:
ON OR BEFORE 2:00 PM (Pacific Daylight Time), August 31, 2022
LATE PROPOSALS WILL NOT BE ACCEPTED

SUBMIT ELECTRONIC PROPOSALS IN PDF FORMAT TO:
Lauren Tonn
procurement@rsd7.net

OR DELIVER WRITTEN PROPOSALS TO:
Reynolds School District
Attn: Lauren Tonn
SCHOOL SECURITY SERVICES
Procurement & Contracts
1204 NE 201st Ave
Fairview, Oregon 97024

Proposals will be time-stamped upon receipt.

REFER QUESTIONS IN WRITING TO:
Email: Lauren Tonn
Procurement, Contracts and Accounting Specialist
procurement@rsd7.net

LEGAL PUBLICATION
REYNOLDS SCHOOL DISTRICT #7

1204 NE 201st Ave
Fairview, Oregon 97024

Reynolds School District #7 is seeking proposals for highly trained security personnel to help ensure the safety of students, staff, and district property (the "Project").

Project Description: Contractor Personnel will work closely with District Staff, including administration, campus monitors, and educational staff, to increase safety at Reynolds High School, Reynolds Middle School, HB Lee Middle School, and Walt Morey Middle School. Contractors will conduct routine patrols of the campus and identify and mitigate safety concerns including vandalism, drugs, tobacco, or alcohol, weapons, and/or other prohibited items, and unauthorized personnel on campus. Contractors will utilize situational awareness as they supervise assigned areas of campus to support appropriate student behavior. Contractors will be familiar with the escalation cycle, be able to identify student behavior within the various stages, and intervene in an appropriate manner, including redirecting students, preventing and de-escalating physical altercations.

Proposals and a copy of the RFP may be obtained from and filed with the District's Procurement, Contracts and Accounting Specialist, **Lauren Tonn**, via email at procurement@rsd7.net. The RFP, questions and addenda are also available on the District's website: https://www.reynolds.k12.or.us/rfps. The RFP document and addendum will be available on the District's website until a contract has been awarded to a successful proposer or until such time as this RFP is formally revoked or terminated.

Minority and women-owned businesses are encouraged to submit a Proposal. Proof of Oregon licensing, when required, and adequate professional liability insurance is required for those who will work on the Project. The District reserves the right to reject any Proposal not in compliance with any prescribed public bidding procedure or requirement, and may reject any and all Proposals for good cause upon the District's finding that it is in the public interest to do so. No Proposal will be received or considered by the District unless the Proposal contains a statement as to whether the Contractor is a resident bidder as defined in ORS 279A.120. The selection process will be the District's applicable Board Policies. The District will not be prequalifying proposers under ORS 279B.120.

All Proposers responding to the RFP will do so solely at their own expense, and the District is not responsible for any Proposer expenses associated with the RFP.

Respondents shall submit their proposal via mail to Reynolds School District Attn: Lauren Tonn, RFP: SCHOOL SECURITY SERVICES, **1204 NE 201st Ave, Fairview, Oregon 97024** or electronically to Lauren Tonn at **procurement@rsd7.net**.

The deadline for submitting a Proposal or response to the RFP is **August 31, 2022 at 2 p.m. Proposals received after the deadline will not be considered.**
Published on: August 17, 2022
Published in: The Gresham Outlook

REYNOLDS SCHOOL DISTRICT #7

Lauren Tonn, Procurement, Contracts and Accounting Specialist

REQUEST FOR PROPOSAL
SCHOOL SECURITY SERVICES

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1. SCOPE OF WORK

The District is seeking highly trained security personnel to help ensure the safety of students, staff, and district property.

This document constitutes an invitation for competitive proposals (RFP). This RFP may result in the award of a purchase agreement for the purchase of items and services which are in accordance with the scope of work and other specific requirements.

1.1 General Overview

This document contains instructions for interested parties (Proposer or Contractor) to submit a bid, the procedures and criteria by which a Proposer may be selected to enter negotiations with the District, and the contractual terms by which the District proposes to govern their relationship.

The District appreciates your consideration and looks forward to receiving your proposal.

Minority-owned and women-owned enterprises are encouraged to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

2. PROPOSAL PROCESS

2.1 General

This RFP is available from the District's website: https://www.reynolds.k12.or.us/rfps

Each proposal must include:

1. A cover letter and company profile, including full legal name, federal tax I.D. number, address, phone & fax number, email address, and a description of your company's background.
2. Current contact and background information about representatives to be assigned to the District.
3. A completed RFP form and any supporting material.

It is essential that the District be able to easily match a contractor's response with the requirements for proposal. The Proposer should indicate compliance and/or note any exceptions to the requirements and provide responses to any questions that follow.

The District will not be prequalifying proposers under ORS 279B.120.

2.2 Pre-Proposal Interpretation of Contract Documents

a. **Changes to RFP**: The District reserves the right to make changes to the RFP. Changes will be made by written addendum which will be posted on the District's website and issued to all prospective proposers.

   Prospective proposers may request or suggest changes to the RFP by submitting a written request. The request must specify the provision of the RFP in question and contain an explanation for the

requested change. The request must be submitted at least seven (7) calendar days prior to the date established for submission of proposals.

The evaluation team will evaluate all requests submitted, but will not be obligated to accept the requested change.

b. **Amend or Withdraw Proposal**: A Proposer may amend or withdraw their proposal any time prior to the time and date established for submission of proposals.

2.3 Public Disclosure of Proposals

Any information provided to the District pursuant to this RFP will be public record and subject to public disclosure pursuant to Oregon public records laws.

The District considers proposals submitted in response to this RFP to be submitted in confidence only until the District's evaluation is complete and agrees not to disclose proposals until the District has completed its evaluation of all proposals and publicly announced the results.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc). A summary of redactions will be placed with the redacted version of the proposal response.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The District will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon Law. The District considers proposals submitted in response to this RFP to be submitted in confidence only until the District has completed its evaluation of all proposals and publicly announces the results.

2.4 Submission of Proposals

a. **Bid Submission:** The District requires either electronic submission in PDF format or written submission delivered to the District Administration Office. Facsimiled versions of the proposal will not be accepted.
b. **Response Format:** The responses shall be organized in the manner and shall be presented in the same sequence as indicated below. Any deviation from the format may result in the Evaluation Committee being unable to locate specific information which may result in a loss of points.
    - Proposals shall be limited to the electronic equivalent of twenty-five (25) or less 8-1/2 x 11 pages total, including all exhibits and/or attachments. All pages shall be numbered. The following pages are exempt from the 25-page limit: cover and back of submittals, a

one-page cover letter, a one page table of contents, resumes of key personnel, tab and blank divider pages, certified letter from bond and surety company, and the non-collusion and proposal forms.

- The Proposals shall be electronically tabulated in separate sections in response to the detailed proposal requirements. No other material shall be submitted.
- The Proposal must be signed by an officer of your firm with the authority to commit the firm.
- Responses received after the closing date and time will not be considered.

c. **Documents Required:** Proposal Packages must include the following:
   a. Response documents and all requested additional related items such as resumes, schedules, etc.
   b. Certification and Contract Offer (Attached as Appendix A)
   c. Pricing (Attached as Appendix B)
   d. References (Attached as Appendix C)
   e. Non-Collusion Affidavit (Attached as Appendix D)

Return electronic proposals in PDF format to:
Lauren Tonn
Procurement, Contracts and Accounting Specialist
(503) 661-7200 x 3293
procurement@rsd7.net

The email must be clearly marked with the bidder's name/identification and the subject must be the words **"PROPOSAL RESPONDING TO RFP: SCHOOL SECURITY SERVICES"**

OR deliver written proposals to:
Reynolds School District
Attn: Lauren Tonn
RFP: SCHOOL SECURITY SERVICES
1204 NE 201st Ave
Fairview, Oregon 97024

Mailed or delivered proposals must be completely sealed and marked on the outside as "**PROPOSAL RESPONDING TO RFP: SCHOOL SECURITY SERVICES.**" A minimum of 11-point font must be used for written proposals.

The District will not be responsible, or otherwise liable in any manner, for expenses incurred by the contractor(s) in response to this RFP. All proposers responding to this RFP do so at their own expense. Please note that the District will not accept responses or queries that require the District to pay the cost of production or delivery.

The District may reject any proposal not in compliance with all prescribed public proposal procedures and requirements and may reject for good cause any or all proposals upon a finding of the District that it is in the public interest to do so.

d. **Pre-printed materials:** Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within a bound proposal.

e. **Identification:** Proposals must clearly indicate the RFP contact's name, proposal due date and time, as well as the Proposer's name, address and email address. The proposal shall contain a statement whether the proposer is a resident proposer or non-resident, as defined by ORS 279A.120. When applicable, the RFP shall also contain a copy of the contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110.

f. **Price:** RFP prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the RFP specifications, contract terms and conditions.

The RFP Form (Appendices A-D) must be used to submit pricing and compute the total proposed amount.

g. **Cost of Proposal:** The District will not pay any costs incurred in responding to this RFP.

h. **Proposal Due Date:** On or before **August 31, 2022 at 2:00 PM** Pacific Daylight Time. Proposals received after this time and date will not be considered and will be returned unopened. It is the sole responsibility of the proposer to ensure the proposal is emailed or delivered and time stamped by the above deadline. All late proposals will be rejected.

i. **Proposer's responsibilities:** The Proposer will examine and understand this entire document and seek clarification from the listed RFP contact if required. Negligence in preparing a proposal does not give a right of withdrawal after proposal opening. The Proposer should become familiar with and abide by current federal laws, state and local statues, regulations and other ordinances that could impact pricing or performance.

j. **Obligation to Award:** The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the District to award a contract. The District may cancel this procurement or reject any or all of the proposals in accordance with ORS 279B.100 without liability at any time prior to the District's execution of a contract.

k. **Inquiries:** All inquiries related to this RFP must be directed in writing to Reynolds School District Attn: Lauren Tonn at procurement@rsd7.net

Proposers who seek information, clarification or interpretation from anyone other than the above-mentioned contact are advised that such material is used at the Proposer's own risk and the District shall not be bound by any such requirements.

2.5 Qualification of Proposers

Qualifications of Proposers will be evaluated when evaluating proposals. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature. The Proposer will supply three (3) references on the attached form. The District reserves the right to interview these references regarding any part of this proposal request. The District also reserves the right to interview organizations not included as references.

2.6 Evaluation

In evaluating RFP responses, the District will award based on three (3) principal factors:

1. Pricing
2. Specifications met
3. Quality of performance of previous contracts or services

The superintendent or a designee shall review, score and rank all responsive proposals. The District will award the contract to the lowest responsible proposer submitting the most advantageous response set forth in the RFP. To determine whether the proposer has met the standards of responsibility under ORS 279B.110 (2) and OAR 137-047-0640 (1)(c)(F), the District will consider whether the 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 proposer to meet all contractual responsibilities;
2. A satisfactory record of performance. The District will document in the solicitation file its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;
3. A satisfactory record of integrity. The District 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 District;
5. Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the District concerning responsibility, the District shall base the determination of responsibility upon any available information, or may find the proposer not to be responsible; and
6. Not been debarred by the District under ORS 279B.130.

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). Proposal prices should be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the Project. Annual renewal process details and pricing shall also be included. The District may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals (and Best and Final offers if requested) a selection will be made of the proposal that best fulfills the requirements and represents the best value to the District.

Evaluation of proposals is expected to be completed within thirty (30) working days after their receipt. After evaluating proposals, the team will recommend that the top-ranked proposer be invited to negotiate a final contract with the District. If the District is unable to successfully negotiate with the top-ranked proposer, the District reserves the right, at its sole discretion, to terminate negotiations and begin new negotiations with the next highest-ranked proposer.

Award of contract is subject to the District's and Proposer's ability to agree on contract terms in a timely manner. The District reserves the right to waive informalities or to reject any or all proposals.
INITIAL EVALUATION: Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee of at least three (3) members selected from the following staff/groups:

- Reynolds School District Administrative Staff
- Reynolds High School Staff
- City of Fairview Staff
- Local Businesses
- Community Members

- Parents

SHORTLIST: The top three (3) finalists may be invited to do a presentation to the Committee, in the District's sole and absolute discretion. The District will provide the top three (3) finalists with written notice.

REFERENCES: References for the finalists will be checked by members of the Committee. Response information will be provided to all members of the Committee.

INTERVIEWS: Interviews are optional in the District's sole and absolute discretion. Should interviews be held, the shortlisted firms will all be asked the same questions in regards to:

- Project understanding
- Project approach
- Project communication philosophy
- Quality of goods

If elected by the District, interviews will be held at the Reynolds School District Office, located at 1204 NE 201st Ave, Fairview, Oregon 97024 or through a videoconference platform.

INTERVIEW QUESTION SCORING: Interview questions will be scored based on the following criteria:

- 90-100% - The candidate demonstrates a complete understanding of the question subject matter and significantly exceeds response expectations.
- 70-89% - The candidate demonstrates a strong understanding of the question subject matter and meets or exceeds response expectations.
- 40-69% - The candidate demonstrates a general understanding of the question subject matter, but answers may contain some weaknesses and deficiencies.
- 20-39% - The candidate demonstrates a vague understanding of the question subject matter and communicates a below average response.
- 0-19% - The candidate demonstrates an insufficient understanding of the question subject matter.

FINAL EVALUATION: The results of the proposal evaluations, interviews if conducted and reference checks shall be used to determine a final ranking for the finalists.

SELECTION: The evaluation committee will provide a recommendation to the School Board for their consideration and approval. This is currently scheduled for September **28, 2022**.

NON-SELECTED PROPOSERS: If proposers that are not-selected wish to follow up with the District, they may request a meeting within seven (7) calendar days of announcement of Notice of Intent to Award.

CONTRACT NEGOTIATIONS: Upon School Board approval of the Evaluation Committee's recommendation, the District will proceed to negotiate a contract with the approved proposer. If negotiations are not successful, the District may break off negotiations and begin negotiations with the number two ranked proposer, and so forth until a contract is negotiated. The School Board must approve and make final award of Contract.

Proposals will be evaluated on the basis of the following areas and points assigned:

Evaluation Criteria	**Maximum Possible Points**
Related School Experience	20 points

Management Approach	15 points
Personnel Selection Process	15 points
Personnel Training Program	15 points
Cost	25 points
References	10 points

SCHEDULE OF EVENTS
3.1 Milestones

Projected significant milestones for this procurement are as follows:

ACTIVITY	DATE
Issuance of Request of Proposal	**August 10, 2022**
Pre-Proposal Conference	**N/A**
Deadline for Questions or Clarifications	**August 25, 2022**
Proposals Due	**August 31, 2022 by 2 p.m.**
Board Approval	**September 28, 2022**
Notice of Intent to Award	**September 29, 2022**
Anticipated Contract Start	**October 10, 2022**

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response due dates will be made to all proposers on the District's list of responding firms.

3.2 Period of Irrevocability

Proposals will be offers that are irrevocable for a period of 90 calendar days after the time and due date for this RFP. Proposals must contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

3.3 Objections or Protests

a. Process: A Proposer or prospective Proposer who wishes to object or protest any aspect of this procurement or the solicitation process must do so in compliance with OAR 137-047-0730 and this RFP. Written protests must be delivered to:

Reynolds School District
RFP: SCHOOL SECURITY SERVICES
Procurement & Contracts Attn: Lauren Tonn
1204 NE 201st Ave
Fairview, Oregon 97024

PROPOSER'S WRITTEN PROTEST SHALL INCLUDE:

- A detailed statement of the legal and factual grounds for the protest;
- A description of the resulting prejudice to the Proposer; and
- A statement of the desired changes to the Contract terms and conditions, including any specifications.

A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS:

- "Contract Provision Protest"; and
- RFP Name (or other information as specified in the RFP document).

DISTRICT RESPONSE: The District is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The District shall provide notice to the applicable Person if it entirely rejects a project. If the District agrees with the Proposer's request or protest, in whole or in part, the District shall either issue an Addendum reflecting its determination or cancel the solicitation.

EXTENSION OF CLOSING: If the District receives a Written request for change or protest from a Proposer in accordance with this rule, the District may extend the RFP due date if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the RFP Document.

Per OAR 137-047-0730, protests related to the procurement process or the solicitation document, content of the protest must include a written statement of the desired changes to the solicitation document or procurement process that the prospective Proposer believes will remedy the conditions upon which they are protesting. The Proposer shall include the specific citation of law, rule, or regulation upon which the protest is based and include any and all supporting documentation.

For protests related to awarding of the contract, the Proposer's written protest shall specify the grounds for the protest per OAR137-047-0740, including the specific citation of law, rule, or regulation upon which the protest is based, and include any and all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. The District will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda.

If a prospective bidder, proposer or offeror fails to timely file a protest, the prospective bidder, proposer or offeror may not challenge the contract in any future legal or administrative proceeding. The filing of a protest shall not prevent the District from executing a contract with any other contractor.

b. Timeliness: If the protest relates to matters of the procurement process or the solicitation documents that are otherwise known or should have been known to the protestor, the protest must be delivered no later than seven (7) calendar days prior to the deadline for the District's receipt of proposals.

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered no later than seven (7) calendar days, after the protestor knows or reasonably should have known of the award of the contract, the District's intent to award of the contract, or other matters to which the protest is addressed.

4. GENERAL SPECIFICATIONS

1. **Background**:
   - As part of creating an ideal learning environment, Reynolds School District is

committed to providing safe and secure spaces for our students and staff.

2. **Statement of Work**:
   - Contractor Personnel will work closely with District staff, including administration, campus monitors, and educational staff, to increase safety at Reynolds High School, Reynolds Middle School, HB Lee Middle School, and Walt Morey Middle School. Contractors will conduct routine patrols of the campus and identify and mitigate safety concerns including vandalism, drugs, tobacco, or alcohol, weapons, and/or other prohibited items , and unauthorized personnel on campus. Contractors will utilize situational awareness as they supervise assigned areas of campus to support appropriate student behavior. Contractors will be familiar with the escalation cycle, be able to identify student behavior within the various stages, and intervene in an appropriate manner, including redirecting students, preventing and de-escalating physical altercations.
3. Specifications:
   - Contractor shall provide unarmed uniformed security services in and around Reynolds School District properties, arriving 30 min before the first school bell rings and 30 minutes after the end of the school day.
   - Contract security personnel will provide a variety of services including but not limited to:
     - Roving patrols of interior and exterior building areas
     - Monitoring and responding to incidents, including de-escalation in order to prevent a situation into becoming a safety concern
     - Completing incident reports

Locations:

Reynolds School District will need Security Services at 3 schools, including but not limited to:

- 2 Middle Schools
- 1 High School

5. STANDARD TERMS AND CONDITIONS

1. **PROPOSAL VALIDITY PERIOD:** Submission of the proposal will signify the contractor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the District and the successful contractor.

2. **ADDENDA:** If, in the opinion of the District, additional information or interpretation is needed by the Proposers, an addendum will be issued per OAR 137-047-0430. Any addendum or addenda issued by the District that may include changes, corrections, additions, interpretation, clarification, or information, and shall be binding upon the proposer. The District shall supply copies of such addenda on the District Web Site. Failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded a contract with the District. All contractors are solely responsible for monitoring the District's website for changes or clarifications to this RFP via addenda. Any questions regarding addenda shall be sent electronically to Lauren Tonn at procurement@rsd7.net.

3. **CANCELLATION, DELAY OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS:** The District may cancel, delay or suspend this solicitation if in the best interest of the District as determined by the District. The District may reject any or all proposals, in whole or in part, if in the best interest of the District as determined by the District. The District reserves the right to reject any or all proposals not in compliance with public contracting procedures.

4. **INDEPENDENT CONTRACTOR:** The relationship to the District with the successful firm and each of its employees and agents shall be that of an "independent contractor" and not an employee. The successful firm shall have single-point responsibility for all persons and legal entities that provide services to the District, be they employees of the firm or independent contractors. The successful proposer is responsible for determining the appropriate means and manner of performing the work. The successful proposer represents and warrants now, and as part of the contract for services with the District pursuant to this RFP, that the successful proposer is not an employee of the District, and that the successful proposer at all times meets and will continue to meet the specific independent contractor standards of ORS 670.600. Among other obligations of successful proposer consistent with this statute, successful proposer shall be responsible for federal and state taxes applicable to any compensation or payments paid to successful proposer under this contract and, the District will not withhold from such compensation or payments any amounts to cover successful proposer's federal or state tax obligations.

5. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** Proposers agree that if awarded a Purchase Agreement, the Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any Proposer requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the RSD Administration office (503) 661-7200 at least two (2) business days prior to the required assistance.

6. **SPECIAL CONDITIONS:** Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

7. **COMPLIANCE WITH LAW:** The provisions of any Purchase Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this Purchase Agreement must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the State of Oregon shall be followed with respect to this Purchase Agreement. In connection with its activities under this Purchase agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.

8. **COST OF RESPONDING:** This Request for Proposal does not commit the District to pay any costs incurred by any Proposer in the submission of a response, or in making necessary

studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

9. **CONTRACT AWARD AND EXECUTION:**

   a. The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the contractors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the District.
   b. The general conditions and specifications of the RFP and all subsequent addenda and as proposed by the District and the successful contractor's response, as amended by agreements between the District and the contractor, will become part of the contract documents. Additionally, the District will verify contractor representations that appear in the proposal. Failure of the contractor's products to meet the mandatory specifications may result in elimination of the contractor from competition or in contract cancellation or termination.
   c. The District has attached a sample contract to this RFP as Appendix E, which is herein incorporated by reference. Once District staff has selected the responsible contractor that can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District goods and services requirements with the selected contractor, using the contractor's proposal to determine the cost of the goods and services and options as determined in the sole discretion of the District. After that negotiation period has ended and District has, in its sole discretion, finalized the goods and services requirements, the contractor selected as the apparent successful contractor will be expected to enter into a contract with the District substantially in the form and content attached as Appendix E, but with the addition of specific information pertaining to the agreed-upon goods and services price proposal to be provided for the District. The successful proposer is expected to execute the sample contract verbatim unless it has proposed specific changes to the contract in its response to this RFP and has later obtained agreement from the District for the contract change. All such proposed changes should be accompanied by an estimate of the cost savings to the District that would result from the recommended change.
   d. If the selected contractor fails to sign the contract within ten (10) business days of delivery of the final contract, the District may elect to cancel the award and award the contract to the next-highest-ranked contractor. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

10. **DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS:**

    In addition to other standard contractual terms, the District will require the selected contractor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

    Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless for, from and against any and all claims, injuries, damages, losses or

suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor and its agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the District.

a. **Workers' Compensation Insurance.** No Workers' Compensation Insurance has been or will be obtained by the DISTRICT for Consultant or Consultant's employees. Consultant shall provide coverage for its employees, officers, or partners including employers' liability with limits not less than $1,000,000/ $1,000,000/ $1,000,000 and provide the DISTRICT with evidence of such coverage or verification of their election not to be covered pursuant to ORS 656.027(7) (Sole Proprietors Exception). In the event Consultant elects to not be covered pursuant to ORS 656.027(7), Consultant assumes full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance of services under this Agreement and will indemnify, defend and hold the DISTRICT, the Cities of Springfield and Eugene, Lane County and all their directors, officers, principals, agents, employees and affiliates harmless from any liability associated with industrial accidents that occur.

b. **Commercial General Liability Insurance.** Consultant shall at all times carry a Commercial General Liability insurance policy for at least $2,000,000 combined single limit per occurrence and at least $4,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The Consultant shall include as additional insureds under the above commercial general liability policy or policies the DISTRICT, and all of their directors, officers, principals, agents and employees by Endorsements CG2010 0704 and CG2037 0704 or the equivalent to the above policy or policies. The additional insured status must be continued for at least 12 consecutive calendar months after the DISTRICT project is completed and final acceptance has been given by the DISTRICT. Such insurance shall include "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause.

c. **Sexual Abuse and Molestation liability Coverage.** Consultant shall at all times carry a Sexual Abuse and Molestation Liability insurance policy for at least $2,000,000 combined single limit per occurrence. This policy may be part of the Commercial General Liability policy through an endorsement or a separate policy.

d. **Automobile Liability Insurance.** Consultant and shall at all times carry Automobile Liability Insurance in the amount of $2,000,000 combined single limit per accident for bodily injury and property damage covering the ownership, maintenance or use of any motor vehicle.

e. **For Professional Liability/Errors & Omissions Insurance** written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Consultant shall provide "tail" coverage at the completion of the Agreement for a duration of thirty-six (36) months

or continuous "claims made" liability coverage provided for thirty-six (36) months following the Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.

f. **Umbrella Liability.** Consultant shall at all times carry umbrella liability insurance written on an occurrence basis with limits no less than $3,000,000 per occurrence and $3,000,000 in the aggregate

g. **Maximum Deductible/Self-Retention.** Any deductible or self-retention must be disclosed on the certificate of insurance and no deductible or retention may exceed $25,000 without the prior written consent of the DISTRICT.

h. **Additional Insureds.** The DISTRICT, their agents, employees and officials all while acting within their official capacity as such, must be named as additional insureds on all insurance, other than Workers' Compensation and Professional Liability/Errors and Omissions insurance, required under this Agreement. Such coverage shall be provided in a form acceptable to the DISTRICT.

i. **Insurance Certificates.** Consultant shall deliver to the DISTRICT, prior to the commencement of the Work, a certificate of insurance or the actual insurance policy/policies evidencing all policies required by this Agreement. Either the certificates of insurance or the policies shall contain the promise of the insurer to give the DISTRICT written notice at least 30 calendar days prior to the effective date of any lapse, cancellation, non-renewal or material reduction in any of the required coverage's. In the event the insurer cannot or will not provide such written notice to the DISTRICT, Consultant has an affirmative duty to provide the notice of lapse, cancellation, and non-renewal or material reduction to the DISTRICT within 24 hours of the Consultant receiving such notice itself. The DISTRICT has the right to reject any certificate and/or policy if the DISTRICT in its sole discretion determines that either the coverage or the insurance company is unacceptable. Evidence of continuous coverage is required, including renewal certificates for any policies that renew during the project.

j. **Primary Coverage.** All insurance carried by the Consultant required by this Agreement, and where DISTRICT, et. al. are named as additional insureds as set forth in "g." above, must be primary to and non-contributory with any insurance carried by the DISTRICT or self-insurance of the DISTRICT. Any insurance held by the DISTRICT is excess and solely for damages or losses for which the DISTRICT is responsible.

11. **NON-COLLUSION AFFIDAVIT:** The Contractor submitting a proposal thereby certifies that no officer, agent, or employee of the District who has a pecuniary interest in this RFP, has participated in the Price Agreement negotiations on the part of the District, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Contractor of the same request for proposal and that the Contractor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Contractor will complete the enclosed Non-Collusion Affidavit and submit it with their proposal.

12. **EQUAL OPPORTUNITY COMPLIANCE**: The District is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.

All proposers must be certified as Equal Employment Opportunity Affirmative Action Employers. The proposer, in the performance of this agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or disability.

13. **OTHER COMPLIANCE REQUIREMENTS**: In addition to any nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

    Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

    If required under ORS 468A.710, all contractors and subcontractors shall possess an asbestos abatement license.

14. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions, and summaries prepared by the proposer, including all proposal documents, shall become the property of the District.

15. **ORAL INSTRUCTIONS:** Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the District to prospective Proposers shall not bind the District. Any changes or revisions to the specifications shall be binding only if issued in writing by the District by addendum. The District reserves the right to officially amend or cancel an RFP after issuance.

16. **INVOICING:** Purchase Order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Unless otherwise stated in Exhibit E (Sample Contract), the payment terms will be net 30 from the date on the invoice and the payment period shall be one calendar month. Invoices submitted for payment shall identify the goods and services, dates of service performed, location where services were performed, brief scope summary, the unit price, quantity, extended price, purchase order number and invoice total.

17. **TERM AND RENEWAL**: Unless earlier terminated as provided; this contact shall continue through June 30, 2024. This contract shall be renewed for up to 2 (two) additional one-year terms by amendment signed by both parties.

18. **TOBACCO:** Use of Tobacco on School Property: State law OAR 581-021-0110 and school district policy (GBK/JFCG/KGC) prohibit the use of all tobacco products on public school property. If the contractor is on property during the performance of this contract, the

contractor all of its employees, agents, subcontractors and invitees are required to comply with this policy.

19. **SECURITY:** Onsite staff will need to complete criminal history background check and be issued district contractor badges. The cost of any requested background check shall be borne by the Contractor. Contractor agrees that it shall cause all of its employees, agents and contractors to undergo background checks at its sole cost and expense at the direction of the District or as required by law.

    Contractor is responsible to block off the work area to keep others out if needed and maintain a safe work area. Contractor must provide or have on hand and make available to RSD a Site Incident Prevention Plan and a copy of their Documented Safety Program.

    Contractor shall employ only trained, skilled, experienced personnel to perform the work outlined in the RFP. No sub-contracting is permitted, without approval by RSD.

20. **LICENSING:** Contractor represents and warrants that it is licensed to do business in the State of Oregon. Upon award of Contract, Contractor will provide District with Contractor's Oregon State Department of Revenue Tax Registration Number.

6. ORS 279B PUBLIC CONTRACTING – PUBLIC PROCUREMENTS

Contractor shall observe all applicable state and local laws pertaining to public contracts, all of which are incorporated by this reference. ORS Chapters 279B requires every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of the contract as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167
- Pursuant to ORS 279B.230 (1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230 (2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235 (1), persons may not be employed for more than 10 hours in any one

day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and a half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

7. RESERVATION OF DISTRICT RIGHTS. The District reserves all rights regarding this RFP, including, without limitation, the following:

- The right to amend, delay or cancel this RFP at any time if deemed to be in District's best interest. In no event shall the District have any liability for any amendment, delay, or cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- The right to accept or reject any or all responses to this Request for Proposal, and to waive any informalities and/or irregularities in such proposals. Specifically, the District may reject a bid that does not comply with prescribed public contracting procedures and requirements. In addition, the District may reject a proposal that does not comply with prescribed public contracting procedures and requirements. The District may also reject for good cause all proposals after finding that doing so is in the public interest.
- The right to request clarification on any item in the firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.
- The right to negotiate a Statement of Services based on the Scope of Services described in the RFP and to negotiate separately in any manner necessary to serve the best interest of the District.
- The right to amend any Contracts that are a result of the RFP.
- The right to engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services.
- The right to extend any Contracts that result from the RFP without an additional RFP process.
- Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposer that has a level of specialized skill, knowledge, and resources to perform the Services as described in the RFP. The Proposer with the lowest Price proposal may not necessarily be awarded a Contract. The District reserves the sole right to determine the best Proposal.

8. LEGAL INFORMATION.

- CONTRACT FORMAT: The District will negotiate with the selected proposer using a standard contract. The contract terms which may be negotiated include the details of contract performance, methods of service, timing, fee and costs, and other matters that affect cost or quality.
- RISK OF LOSS AND DAMAGE: The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP. The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law. The District will not be

responsible for any loss or for any unanticipated costs that may be suffered by the successful proposer as a result of the Proposer's failure to fully inform themselves in advance in regard to all conditions pertaining to the duties required. No statement made by any officer, agent, or employee of the District will be binding on the District. Additionally, Proposers warrant that they have checked their Proposal for errors and omissions and that the prices stated in the Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.

- COMPLIANCE WITH LAW: All proposers must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All firms shall be required to comply with ORS 656.017 regarding Worker's Compensation. No proposal will be received or considered by the District unless the proposal contains a statement as to whether the firm is a resident Proposer as defined in ORS 279A.120. By submitting this proposal, the respondent certifies conformance to applicable federal acts, regulations, executive orders, and Oregon statutes and administrative rules concerning affirmative action toward equal employment opportunities. All information, records, and reports that the respondent is required to maintain for this purpose by federal or state agencies having responsibility for the enforcement of such laws shall be supplied to the District upon request. When required, the proposer shall maintain in effect all licenses, permits and certifications required for the performance of the Project. The Proposer shall notify the District immediately if any license, permit or certification required for the performance of this contract ceases to be effective for any reason.
- INCORPORATION OF PUBLIC CONTRACTING LAWS: The provisions of Oregon Revised Statutes 279B.005 through 279B.425, Public Contracts, as applicable are incorporated herein by reference. Any Proposer executing a contract with the District for the services agrees to comply with said provisions.
- OWNERSHIP OF DOCUMENTS: All documents, reports, proposal submittals, working papers or other material submitted to the District from proposing firms shall become the sole and exclusive property of the District, the public domain (expect for materials deemed to be excluded as trade secrets), and not the property of the proposing firm. The proposing firm shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the District as a result of this solicitation.
- OSHA: During the performance of this contract, the Proposer is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued there under. The Proposer shall further agree to hold the District, their respective employees, agents, and assigns harmless and free from liability for failure to comply with said standards and regulations by the responder. It shall be the sole responsibility of the Proposer to remain familiar with said standards and regulations and maintain their enforcement.
- PUBLIC RECORDS: Notwithstanding any requirements to make Proposals open to public inspection, the District may withhold information exempt or conditionally exempt from disclosure under Oregon Public Records law on the following conditions: 1) If the proposer reasonably believes there are any grounds for exempting information for disclosure under such law, they shall mark the information accordingly; 2) Many exemptions are conditioned upon official or judicial determinations. It shall be the Proposer's obligation to establish that the information is exempt from disclosure; 3) The proposer shall defend, indemnify, and hold the District harmless from any claim or administrative appeal, including costs, expenses and

any attorney's fees, related to a request to disclose information which Proposer has labeled as confidential. The District will not keep confidential information about cost, price, and delivery, which may be open to public inspection. Generally any resulting contract is a public record. The District shall be entitled to use information which the Proposer has labeled as confidential, in whole or in part, for proposal evaluation and may make copies for this purpose. Any restrictions related to the information marked confidential do not apply, if the District has the right to or has obtained the information from another source.

- NON-DISCRIMINATION: No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this proposal, on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect of the contract and shall be grounds for cancellation, termination or suspension in whole or in part of the contract by the District.
- NO GUARANTEE OF CONTRACT: This request for proposals does not commit the District to award a contract and to pay any cost incurred by companies responding to the proposal. Any and all costs incurred by a prospective proposer associated with the submission of a Proposal, interview, contract negotiation, and related expenses are solely the responsibility of that proposer. The District is not responsible for any Proposer expenses associated with this RFP.
- FINGERPRINTING: If the scope of the work performed by a proposer(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 at the proposer's sole cost and expense. All proposers' represent and warrant that they will do all things necessary to ensure all employees, independent contractors, subcontractors, and agents of the proposer will submit to fingerprinting and/or background checks when required by law.

Appendix A

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM PAGE 1
CERTIFICATION and CONTRACT OFFER
SCHOOL SECURITY SERVICES

The undersigned proposer submits this proposal in response to the Reynolds School District's Request for Proposals (RFP) dated _____, 2022, for the contract named above. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with Reynolds School District, agree to all terms and conditions found in the attached contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required by the contract documents. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. _____ through _____ to this RFP.

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Note: Complete and execute this form and include as the first page of the proposal.

Appendix B

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM PAGE 2
PRICING
SCHOOL SECURITY SERVICES

Total Annual Price _____

*Proposer to attach itemized breakdown to this page

Proposer Signature:

Signature _____ Title _____

Company _____ Date _____

Street Address _____ City/State/Zip _____

Phone _____ Fax _____

Email address _____

Federal Tax Identification Number

_____

Contractor's financial terms

_____

District reserves the right to waive quote informalities and irregularities, and award to proposer deemed in the best interests of the District.

Appendix C

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM PAGE 3
REFERENCES
SCHOOL SECURITY SERVICES

Company: _____

Our company has provided services/products of a similar nature to the following organizations:

1 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

2 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

3 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

Appendix D

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM PAGE 4
NON-COLLUSION AFFIDAVIT
SCHOOL SECURITY SERVICES

STATE OF _____ **COUNTY OF** _____

I, (Type/Print Name) _____, state that I am (Position Title) _____ of (Name of Firm) _____, and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and the amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer, or potential Proposer, except as disclosed on the attached appendix.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and the price(s), not approximate amount, will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. (Name of Firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any offer on any public solicitation, except as described in the attached appendix.

I state that (Name of Firm) _____understands and acknowledges that the above representations are material and important, and will be relied on by **Reynolds School District** in awarding the Purchase Agreement for which this proposal is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Reynolds School District** of the true facts relating to the submission of our proposal and award of a Purchase Agreement.

_____
Signature

Subscribed and sworn to before me this _____ day of _____, 2022.

_____ _____
Notary Public My Commission Expires

REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: _____

WITNESSETH:

1. The contractor shall provide RSD with the following information:

a. Company Legal Name _____

b. Contract Signer Name _____ Contract Signer Email _____

c. Mailing Address _____

d. Telephone Number _____

e. Federal Tax ID No. _____ **Contractor must submit W-9 to RSD's Finance Department*

f. Business Designation (check one) ☐ Individual ☐ Sole proprietorship ☐ Partnership

☐ Corporation ☐ Community College ☐ Other: _____

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

1099 Withholding Exemption:
If exempt from backup withholding (form 1099 reporting), check this box ☐ and check your qualifying reason below:

☐ i. Corporation
☐ ii. Tax Exempt Charity under 501(a), or IRS
☐ iii. The United States or any of its agents or instrumentalities
☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
☐ v. A foreign government or any of its political subdivisions
☐ vi. District will deduct taxes from pay, which will occur monthly

f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☐ Yes ☐ No ☐ N/A

g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? ☐ Yes ☐ No ☐ N/A

2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). **Attach an exhibit/additional sheet if needed.*

3. Contract Term:

This Contract becomes effective on: _____

Unless terminated earlier as provided below, this Contract shall continue through: _____

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: $ _____
**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: $ _____ per (period) _____

What is the total estimated compensation? $ _____

Additional description of pay, if applicable:

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: (*Check all that apply)*

☐ Exhibit A: Statement of Work ☐ Exhibit B: Contractor's Proposal ☐ Exhibit C: Insurance Requirements

☐ Other (please describe): _____

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of $500,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed $500,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed $500,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of $500,000. No compensation shall be due or payable to Contractor in excess of $500,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.

9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:

    a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
    b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
    c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
    d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

    If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.

12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.

13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of $2,000,000 per occurrence, $3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

    _____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than $1,000,000 per occurrence.

    _____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.

15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
    a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
    b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
    c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.

20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.

21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

22. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.

23. Work Performed on RSD Property. Contractor shall comply with the following:
    a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
    b. Sign-in Required: As required by schools and other RSD locations, each that day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
    c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
    d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
    e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.

24. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District's obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

25. Confidentiality; FERPA Redisclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the redisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisclosure of confidential student information must be in compliance with the redisclosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

26. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.

27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.

28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

31. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.

35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/ or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

(Sign on following page)

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Contractor Name
Title	Contractor Title
Date Signed	Date Signed

Review required for final authorization

Signature of Program Director	Date Signed
Signature of Site Manager	Date Signed

☐ **Account code for applicable charges** _____
(Required for revenue, expense, and pass-through funds)

☐ Board approval required if estimated charges exceed $500,000 Board approval date: _____

☐ Background check completed (required if in direct contact with students)

☐ Certificate of insurance provided

Appendix F

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Proof of Vaccination. As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contactors and volunteers may not continue to provide services to the District even with these exceptions.

(Sign on following page)

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Contractor Name
Title	Contractor Title
Date Signed	Date Signed

WRIGHT SECURITY ENTERPRISES, L.L.C.
1127 Broadway St. NE, Ste. #360
Salem, OR 97301
winston@wrightsecurity.co / 503-428-6323

August 31, 2022

Reynolds School District
1204 NE 201st Avenue
Fairview, OR 97024-2499

RE: PROPOSAL RESPONDING TO RFP: SCHOOL SECURITY SERVICES

Reynolds School District:

On behalf of our entire organization, I am pleased to submit this bid in response to RFP: School Security Services.

It has been our privilege to assist Reynolds School District with security services on a temporary basis last school year and in the first part of this current school year. It is my belief that we have been competent and communicative security partners, and it is my hope that Reynolds School District will select Wright Security Enterprises, LLC as its long-term security provider for this upcoming contract period.

Wright Security is fortunate to have been the security provider for Salem-Keizer School District since 2017. We have significant experience managing security in the public school environment.

The materials submitted in this RFP will reflect that our operation is well-organized, values safety and transparency, and has effective internal controls for managing reporting. Our references will attest to the fact that our organization has grown successfully over the last several years and navigated the COVID-19 pandemic, Santiam Canyon Fires, and the 2021 ice storms, all while continuously providing reliable security services at a fair price.

I have endeavored to provide all required information requested in the RFP. Should you have any questions or concerns in need of clarification, please do not hesitate to contact me.

Thank you for your time and consideration.

Sincerely,

WTLW

Winston TL Wright
President

Appendix A

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM PAGE 1
CERTIFICATION and CONTRACT OFFER
SCHOOL SECURITY SERVICES

The undersigned proposer submits this proposal in response to the Reynolds School District's Request for Proposals (RFP) dated August 10, 2022, for the contract named above. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with Reynolds School District, agree to all terms and conditions found in the attached contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required by the contract documents. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. 1 through 2 to this RFP.

Name of Proposer: Wright Security Enterprises, LLC

Business Address: 1127 Broadway St. NE, Suite #360, Salem, OR 97301

Telephone Number: 503-428-6323 / 971-301-8808

Fax Number: N/A

Email Address: winston@wrightsecurity.co

Authorized Signature: _____

Printed/Typed Name: Winston TL Wright

Title: President / Member-Manager

Date: August 31, 2022

Note: Complete and execute this form and include as the first page of the proposal.

WRIGHT SECURITY ENTERPRISES, LLC
1127 Broadway St. NE, Ste. #360
Salem, OR 97301
winston@wrightsecurity.co / 503-428-6323

RELATED EXPERIENCE

Background

WSE was founded in 2012 by Winston Wright. At its inception, the company provided services to a single client. In the decade since, WSE has grown to a significant player in Oregon's private security industry. WSE currently has over 100 employees, including administrative and support staff, servicing a diverse pool of clients in government, private, and nonprofit business segments. Jobs range from large public contracts like the Salem-Keizer School District and Oregon Health Authority to individual, armed, personal-protection detail.

Wright Security Enterprises, LLC (WSE) has provided private security for approximately 10 years, and within that time, armed security services for eight years.

Certifications and Designations

Certifications under Oregon DPSST or Oregon public agency supervision, currently held by WSE officers include:

(1) Unarmed Private Security Professional
(2) Armed Private Security Professional
(3) Private Security Supervisor
(4) Private Security Executive Manager
(5) Reynolds School District Contractor (Security Officer)
(6) Salem-Keizer School District Security Officer

Wright Security also has officers with the following certifications/designations:

(7) Federal Emergency Management Agency (FEMA) Contractor
(8) Oregon Department of Forestry Contractor
(9) United States Forest Service Contractor
(10) CPR/AED

The total number of active officers currently on staff at WSE is 89.

Officers of WSE fill a variety of private security needs including but not limited to: (1) Unarmed and Armed Mobile Patrol; (2) Unarmed and Armed Standing Guards; (3) Fire Watch Officers; (4) Personal Protection, and; (5) Security and Risk Consulting.

Current clients with similar workflow requirements and/or multiple locations that are receiving security services from WSE are listed in the table on the following page. Clients with multiple locations have those locations specified in their respective sub-lists. Armed and unarmed designations are also provided.

WRIGHT SECURITY ENTERPRISES, LLC.
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Client / Locations	Armed Service	Unarmed Service
4 Elements Property Management	X	X
Battle Creek South Apartments	X	X
Boys and Girls Club	X	X
Broadway Estates HOA	X	X
BTS Condo Assn.	X	X
Bullwinkle's - Wilsonville		X
City of Salem		
- Wallace Marine Park	X	X
- River Front Park		
Criteria Properties	X	X
Dept. of Human Services / Oregon Health Authority		
- Beaverton		
- Corvallis		
- Gresham		
- Jackson County		
- Marion County Fairgrounds		
-Medford	X	X
-Parkway/Eugene		
- Redmond		
- Roseburg		
- Salem		
- Spirit Mountain		
- Springfield		
- Wood Village		
Glennie Property Investments, Inc.		
- Administration (Marion County)		
- Broadway Place Condo Assn. (Marion County)	X	X
- Christilla Commons (Clackamas County)		
- Telos Development Co. (Prineville)		
- Telos Development Co. (Burns)		
Illahe Hills Country Club	X	X
Reynolds School District (multiple sites)		X
Salem-Keizer School District (multiple sites)	X	X

MANAGEMENT APPROACH

Management Approach

Wright Security is owner-operated. Winston Wright is the President and Member-Manager. Winston uses a blend of Collaborative and Consultative management styles with his administrative and operational team and has done so for over six years. Supervisors are encouraged to use the same style with security officers down the chain of command. Supervisory staff have regular meetings with Winston and are

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required to share feedback and ideas for improved efficiency on a regular basis. Annual performance reviews are part of a wholistic approach Winston takes with staff. Supervisors and the President maintain an open-door policy with all employees.

This management style has helped WSE to retain key employees for extended periods of time. Supervisory staff currently has a combined 23 years of experience at WSE. Our company tries to promote from within whenever possible, because experience has demonstrated that quality employees appreciate opportunities for advancement and being rewarded for consistent, reliable, and quality work.

Key Personnel

The key personnel on this contract, if awarded, will be:

- Winston Wright, President
- Trina Morgan, Training Consultant
- Parker Dominguez, Director of Operations
- Tad Nute, Campus Security Monitor Lead

Resumé information for Key Personnel is attached as Exhibit A

Performance Management

In a case where an officer is failing to meet expectations, we explain the deficiency and develop an action plan so the officer can receive additional support. After we meet with the officer, we would back with RSD and explain the steps we have taken.

Leadership will continue to monitor the officer's work until the District and our operations team are satisfied with the officer's work. In cases where the officer is still failing to meet expectations, the officer will be removed. All officers are given a performance evaluation once per year, as well as ongoing coaching. In these evaluations we discuss measurable goals that they can achieve to become more successful in their position.

If performance management is required, Wright Security supervisory staff explain the deficiency as well as *why* a particular aspect of the job needs to be performed in a particular way. Management then offers detailed requirements and suggestions for how officers can improve their performance to succeed in their duties at WSE. Wright Security has a detailed internal documentation and performance management system in place, which helps both officers and their supervisors to be accountable.

If leadership determines there has been a rare incident in which a serious infraction has occurred, management will immediately withdraw the subject officer from the field and place them on leave until an investigation is concluded. Wright Security has a zero tolerance policy for harassment, discrimination, unnecessary physical force, or negligence which results in danger to officers, our customers or the public. Wright Security also maintains a good relationship with DPSST and will report issues that may raise licensing concerns, if warranted.

PERSONNEL SELECTION

Any officer assigned to RSD will be required to meet the minimum requirements set out by the Oregon Department of Education and DPSST, which include the 14-hour DPSST unarmed curriculum, and

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fingerprint based criminal history clearance request. In addition, any officer assigned to RSD will be required to go a mandatory four hour training course with our in-house training consultant, Trina Morgan. Ideally, WSE would like input from RSD on which officers they feel may be appropriate for certain schools or sites.
Otherwise, WSE will select officers based on their resume and/or prior experience, as well as their ability to meet certain professionalism and competency criteria. Not all officers are selected for will be selected for school security detail. Public school security services are one of the most selective security contracts we currently service. Officers eligible for assignment to a school security contract must have a good understanding of customer service skills, be competent with verbal de-escalation strategies, and are required to comport themselves with professionalism at all times.

PERSONNEL TRAINING

As a prerequisite to serve the RSD contract, all officers must meet requirements set out by DPSST and OAR 259-060-0020. These requirements and requisite training are summarized below. All Wright Security officers are trained through DPSST approved Unarmed and Armed Security Professional providers.

Unarmed Security Professionals
Initial training for *all* WSE officers complies with standards set out by DPSST, pursuant to OAR 259-060-0020. These requirements are for an Unarmed Security Professional and are detailed below:

1. The officer must be 18 years of age or older.
2. Must have a high school diploma, GED, or a degree (two-year or four-year) issued by an accredited degree-granting college or university recognized by the Oregon Higher Education Coordinating Commission under the provision of ORS 348.594(2).
3. Must satisfactorily complete the Unarmed Professional 14-hour training curriculum and pass the exam.
4. All security officers must meet the moral fitness standards for certification. This is determined through a criminal records check, department investigations, or other credible sources. Moral fitness violations are defined in OAR 259-060-0300. OAR 259-060-0310, and OAR 259-060-0320.
5. Officer must use their full legal name for any license they procure.

WSE strives to maintain and improve the proficiency of our team by offering ongoing training opportunities to staff. We offer these educational opportunities at zero cost to officers. We believe that the more knowledge an officer obtains, the more well-rounded and confident the officer will be in their ability to handle different situations that arise daily on the job.

Training opportunities vary from advanced weapons tactics to verbal judo, but our main focus when working with the school district is customer service.

During this onboarding process, we also train on report writing. We currently use a sample report that was made for us by former Lead Security Specialist at the Salem-Keizer School District, Tom Becket, as a guideline on how reports should be written. During this time, we also role play scenarios that the officer could come across and discuss company policy and procedures.

WRIGHT SECURITY ENTERPRISES, L.L.C.
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Salem, OR 97301
winston@wrightsecurity.co / 503-428-6323

The supervisors at WSE play a vital role in the training of all our officers. Supervisors hold weekly team meetings with the day and night shift crews. These meetings provide the opportunity to coach through

scenario-based role paying, and standard operating procedures (SOP) updates. Supervisors field questions about best practices and advise on difficult situations. In addition, we also go over a training calendar to ensure everyone's certifications are up to date. We have a tracking system that will notify our operations team when someone is within 30 days of expiration. If someone is coming up on expiration, we schedule a refresher course at these meetings.

COST PROJECTIONS – Please note

Please note that the RFP set forth by RSD contains some ambiguity in the Scope of Work section which has informed our rate projections. We have endeavored to be as comprehensive as possible in explaining our reasoning in the cost projections.

Section 2 suggests there will be coverage for three middle schools and reads as follows:

Contractor Personnel will work closely with District staff, including administration, campus monitors, and educational staff, to increase safety at Reynolds High School, Reynolds Middle School, HB Lee Middle School, and Walt Morey Middle School.

In the immediately following section, it states that coverage will only be required for the high school and two middle schools. We have provided cost estimates for both scenarios.

Additionally, please note that holidays and days without school, including grading days, have been omitted pursuant to RFP Addendum #1, Section 2 "Only when school is in session." which we interpreted to mean days when the public does not have access to district buildings for school related purposes. *We will not bill for work that is not performed under any circumstances*, so if this interpretation is incorrect, there will be automatic adjustments as needed.

Appendix B

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM PAGE 2
PRICING
SCHOOL SECURITY SERVICES

Total Annual Price see supplement on following page

*Proposer to attach itemized breakdown to this page

Proposer Signature:

Signature	President & Member-Manager (Title)
Wright Security Enterprises, LLC (Company)	August 31, 2022 (Date)
1127 Broadway St. NE, Suite #360 (Street Address)	Salem, OR 97301 (City/State/Zip)
503-428-6323 (Phone)	(Fax)
winston@wrightsecurity.co (Email address)	

Federal Tax Identification Number

46-0894086

Contractor's financial terms

Net 30

District reserves the right to waive quote informalities and irregularities, and award to proposer deemed in the best interests of the District.

Supplement to Appendix B

Reynolds High School	Officers required/location/day	Hours/Day/Officer	Total billable hrs/day	Rate/Hour	Cost/Day	Total Days	Projected Cost
Regular Days	2	8.05	16.1	$50	$805	136	$109,480
Late Start Days	2	6.88	13.76	$50	$688	32	$22,016
Half Days	2	4.025	8.05	$50	$403	4	$1,610
Parent Conference Days	2	8.05	16.1	$50	$805	4	$3,220
Subtotal							**$136,326**
Middle Schools *							
Regular Days	2	7.75	15.5	$50	$775	138	$106,950
Late Start Days	2	6.58	13.16	$50	$658	32	$21,056
Parent Conference Days	2	7.75	15.5	$50	$775	4	$3,100
Subtotal/School							$131,106
						***If two middle schools require coverage:**	**$262,212**
						*If three middle schools require coverage:	$393,318
						***Total (including two middle schools)**	**$398,538**
						*Total (including three middle schools)	$529,644

502

Holidays and days without school, including grading days, have been ommitted pursuant to RFP Addendum #1, Section 2 "Only when school is in session" which we interpreted to to mean days when the public does not have access to district buildings for school related purposes.

RSD2223.180

Appendix C

Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM PAGE 3
REFERENCES
SCHOOL SECURITY SERVICES

Company: Wright Security Enterprises, LLC

Our company has provided services/products of a similar nature to the following organizations:

1 Name of Organization Salem-Keizer School District
Website Address https://salkeiz.k12.or.us/
Address 2450 Lancaster Dr. NE, Salem, OR 97305
Contact Person Jesse Davis or Rhonda Stueve
Phone 503-399-3070 (Safety & Risk)
Email DAVIS_JESSE@salkeiz.k12.or.us or STUEVE_RHONDA@salkeiz.k12.or.us

2 Name of Organization Oregon Health Authority
Website Address https://www.oregon.gov/oha/pages/index.aspx
Address 500 Summer Street, NE, E-20 Salem, OR 97301-1097
Contact Person Chris Rushing
Phone 503-347-5114
Email Chris.rushing@dhsoha.state.or.us

3 Name of Organization Broadway Partners Limited Partnership
Website Address http://www.broadwayplacesalem.com/
Address 1255 Broadway St. NE, Suite 300
Contact Person Maribel Ortiz
Phone 503-999-9233
Email bp@telosdevelopment.com

Appendix D

Reynolds School District
Administration Offices
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RFP FORM PAGE 4
NON-COLLUSION AFFIDAVIT
SCHOOL SECURITY SERVICES

STATE OF Oregon **COUNTY OF** Marion

I, (Type/Print Name) Winston TL Wright, state that I am (Position Title) President & Member-Manager of (Name of Firm) Wright Security Enterprises, LLC, and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and the amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer, or potential Proposer, except as disclosed on the attached appendix.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and the price(s), not approximate amount, will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. (Name of Firm) Wright Security Enterprises, LLC, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any offer on any public solicitation, except as described in the attached appendix.

I state that (Name of Firm) Wright Security Enterprises, LLC understands and acknowledges that the above representations are material and important, and will be relied on by **Reynolds School District** in awarding the Purchase Agreement for which this proposal is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Reynolds School District** of the true facts relating to the submission of our proposal and award of a Purchase Agreement.

Signature

Subscribed and sworn to before me this 31 day of August, 2022.

Hannah Louise Frank — 12/01/2025

Notary Public — My Commission Expires

OFFICIAL STAMP
HANNAH LOUISE FRANK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1019472
MY COMMISSION EXPIRES DECEMBER 01, 2025

EXHIBIT A TO RFP

KEY PERSONNEL BACKGROUND

Winston Taylor Lee Wright 1127 Broadway st NE Salem OR 97301 suite 360 503-428-6323
winston@wrightsecurity.co

Professional Experience

President/ Owner- Wright Security Enterprises LLC **Sept 2012 – Present**

- DPSST Certified and Licensed, Executive manager, armed, and unarmed
- Oversees administrative management with over 80 employees, serving clients from private, government, nonprofit, and emergency management organizations
- Implements new company policies, and reduces liability through proper outreach
- Makes forward thinking decisions to continue companies growth and stability
- Interview, hire, and onboard qualified applicants, assist in day to day operations and team leadership
- Handles all insurance certificates, policies and acquisition of large clientele
- Continual follow-up on client needs and concerns

History– Private, State, and government run operations/Clients. **2012-Present**

- 2012, started the company with personal vehicle and worked one client for 2 years while working full time
- 2013-2015, gained attraction in the community with several apartment complexes and shopping centers.
- 2013-2015, picked up downtown bars and clubs dealing with intoxicated persons and training with verbal de-escalation tactics, tactical handcuffing, baton, OC and policies on assertiveness.
- 2015-2017, Ran the company from a revenue of $250,000 to 1.19 million by the end of 2017
- 2017-2018, Picked up a contract with the USFS for wildfire support and staffed up to 3 firecamps for the duration of the season and employing up to 115 staff within a short period of time
- 2018-Current, Acquired the Salem Keizer school district in 2018 and was recently awarded a second term. The Salem Keizer school district is the second largest school district in the state of OR. We currently operated Mobile and other services to a majority of their buildings. The experience gained with working with kids has been quite an informal education into security practices and procedures.
- 2019-2020, acquired a contract with FEMA on multiple disaster relief sites as armed guards, gaining additional FEMA qualified classes.
- 2020-Current, Acquired multiple State and federal contacts on a part time and long term basis, dealing with but not limited economic struggles, natural disasters, acts of God, and pandemic relief.
- 2021-current, Currently maintains a contract with the Oregon Health Authority for vaccinations and relief sites.
- 2021- current, Started working with Reynolds School district in assisting with extra security sub/Campus monitors.
- Current operations exceed a 2 million dollar revenue with ongoing applications and job opportunities for over 65 employees, armed and unarmed, mobile and standing guard.

Education

Sprague high school graduate **2005-2009**
Chemeketa Community College **2010– 2011**
additional certifications within the private security sector, including but not limited to, unarmed and executive managers license at 21, armed security license acquired several years after. Formally unarmed instructor certified. Additional FEMA certifications and qualifications in CPR, handcuffing, baton, OC/ Mace and management/Leadership classes.

References available upon request

652 Cummings Lane, Keizer Oregon
503 983 6301
TLMorgan21@outlook.com

TRINA MORGAN

OBJECTIVE

To provide trainings that are focused on needs of the audience as well as understandable, practical, and engaging.

SKILLS & ABILITIES

Over 25 years in security to include work in an educational setting. Extensive experience in training, mentoring, hiring and supervising of security personnel.

EXPERIENCE

WRIGHT SECURITY ENTERPRISES

December of 2021 to Present

Security Consultant through school contracts as well as the Unarmed Private Security Instructor for the company's new hires performing security duties.

CERTIFIED AND SELF- EMPLOYED INSTRUCTOR-DEPARTMENT OF PUBLIC SAFETY STANDARDS AND TRAINING

October of 2010 to Present

Certified to instruct the 14-hour Basic Unarmed Professional Essentials Course and as well as the Unarmed Refresher Course for those who are currently certified.

SALEM KEIZER PUBLIC SCHOOLS

August of 1998 to June of 2021

Hired as a Campus Monitor in 1998. Promoted to the position of Lead Campus Monitor and was responsible for the hiring, initial training and mentoring of school district security personnel. Promoted to Security Field Coordinator in October of 2018.

EDUCATION

DEFENSE LANGUAGE INSTITUTE, US ARMY, MONTEREY CALIFORNIA

Arabic Linguist/Voice Interceptor in July of 1885- July of 1992. I earned the equivalent of an AA Degree- Modern Standard Arabic

COMMUNICATION

Experienced in training and presenting to audiences on topics such as security fundamentals, situational awareness, and de-escalation.

LEADERSHIP

I pride myself on being an interactive leader. When supervising over thirty-five security personnel in Salem Keizer, I spent much of my time out in the schools where I could continue to mentor and improve the work of my staff. I am passionate about the role of security in schools, and I like to lead my example and experience.

REFERENCES

UPON REQUEST

SALEM KEIZER PUBLIC SCHOOLS, WRIGHT SECURITY AND CHEMEKETA COMMUNITY COLLEGE

Parker A Dominguez 1127 Broadway St NE Suite 360 Salem, OR 97301 541-977-3095 Parker@wrightsecurity.co

Professional Experience

Director of Operations – Wright Security Enterprises, LLC **May 2019 – Present**

- DPSST Certified as an Unarmed/ Armed Professional & Executive Manager
- Oversee the company as a whole with over 75 security staff on a day-to-day basis, including scheduling, timecard approvals, law adherence, policy adherence, and much more.
- Recommend operational and administrative polices to the President/Owner on as-needed basis
- Oversee accounts payable and accounts receivable using QuickBooks, and running payroll using Gusto, and The Intuit suite
- Interview, hire, and onboard qualified applicants
- Oversee HR/Progressive Disciplinary Actions
- Contract acquisition, contractual editing, and contract adherence
- Oversee the training of the staff and generates standard operating procedures.

Assistant Director – Wright Security Enterprises, LLC **2018-2019**

- Assist the Director with overseeing the company as a whole with over 75 security staff on a day-to-day basis, including scheduling, timecard approvals, law adherence, policy adherence, and much more.
- Recommend operational and administrative polices to the President/Owner on as-needed basis
- Assist the Director with overseeing accounts payable and accounts receivable using QuickBooks, and running payroll using Gusto, and The Intuit suite
- Interview, hire, and onboard qualified applicants
- Assist the Director with overseeing HR/Progressive Disciplinary Actions
- Contract acquisition, contractual editing, and contract adherence
- Assist the Director with overseeing the training of the staff and generates standard operating procedures.

Supervisor – Wright Security Enterprises, LLC **2018-2019**

- Oversee a team of 25+ security staff on a day-to-day basis including scheduling, timecard approvals, law adherence, policy adherence, and much more.
- Train in the filed and shadow new employees until they are proficient in their job knowledge.
- Execute progressive dispensary actions.
- Ensure my team is following all policies and procedures.
- Report to the Directors and major incidents.
- Review all reports from each shift.

Program Manager – Work Unlimited **2016-2018**

- Oversee a staff of 15+ in the support and care of individual who experience developmental and intellectual disabilities.
- Work hand in hand with ODDS-DHS to create and implement Individual Support Plans.
- Work hand in hand with ODDS-DHS to create and implement Behavior Support Plans.
- Work hand in hand with ODDS-DHS to create and implement Safety Plans.
- Oversee financial health of the individuals I supported.
- Oversee the health and wellness of the individuals I supported.

Education

University of Oregon **2015 – 2016**
Chemeketa Community College **2018-2020**

References available upon request

Tad Nute

Security Officer
Gresham, OR 97030
tadmnute1988@gmail.com
+1 503 354 9710

Work Experience

Camous Security Monitor Lead
Wright Security Enterprises - Gresham, OR
November 2021 to Present

- Help the Reynolds Middle School Admin and SMT teams monitor and guide the student body of the school.
- I conduct exterior checks, as well as bathroom sweeps for any unwanted or suspicious activities. I also help with lunch supervision for recess and after school bus dismissal.

Patrol Supervisor
Signal 88 Security - Portland, OR
March 2021 to October 2021

Armed Security Officer
Northwest Enforcement, Inc. - Gresham, OR
September 2018 to March 2021

Unarmed Patrol Officer
First Response Inc - Beaverton, OR
May 2016 to September 2018

Security Officer
Securitas USA
May 2014 to May 2016

Certifications and Licenses

Security Guard

Life and Health Insurance

Baton Permit
June 2018 to Present

I received ASP training through Northwest Enforcement for Baton and Handcuffs

Pepper Spray
June 2018 to Present

I received ASP Training for pepper spray where I was sprayed Through Northwest Enforcement

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

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Gustavo Olvera, Director of Equity and Student Success

Subject: **District Equity Committee**

Policy: District Equity Policy GCCB/GDCB/IKAAA

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
In accordance with Oregon Senate Bill 732, Reynolds School District is required to form a Board appointed Educational Equity Advisory Committee (EEAC) to advise school board members and the superintendent on matters of equity. The EEAC is required to be composed of students, parents/guardians, employees, and community members.

The first round of applications to be considered as a member of the Reynolds Educational Equity Advisory Committee closed on Tuesday, September 13, 2022. Applications were reviewed by the District Equity Committee Review Team and a list of applicants have been recommended for your approval.

The majority of applicants being recommended for your approval in the first round are RSD employees representing at least five historically marginalized groups. A second round of applications has already been initiated in order to meet the SB 732 requirements of including students, parents/guardians and community members also from historically underrepresented populations.

Please refer to the following attachments: Reynolds EEAC Member Recommendations List, Reynolds EEAC Selection Rubric, Reynolds EEAC Interest Form

Previous Board Action:
Not Applicable

Background:
The District Educational Equity Advisory Committee will be required to follow public hearing procedures. Some of the key responsibilities of the committee will be to:

- Advise the Reynolds School Board of Directors regarding the educational equity impacts of policy decisions;
- Advise the Superintendent regarding the educational equity impacts of policy decisions; and
- Inform the Board and Superintendent when a situation arises in a school which negatively impacts underrepresented students and further advise the Board and Superintendent on how best to handle that situation.

School districts must first convene an educational equity advisory committee no later than September 15, 2022. If a school district has an average daily membership of 10,000 or less, the school district is not required to first convene an educational equity advisory committee until September 15, 2025.

Financial Implications:
While there are no major costs associated with the District Equity Committee, some funds will be needed for food and supplies.

Alternatives:
Not Applicable

Staff Recommendation:
Staff recommends the Board approve the attached list of applicants to become the first members of the Reynolds Educational Equity Advisory Committee.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board to approve the list of Reynolds Educational Equity Advisory Committee applicants as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

District Equity Committee Member Recommendation List

Dear Reynolds School District Board Members,

The District Equity Committee Selection Team recommends the following list of people to be approved as members of the Reynolds Educational Equity Advisory Committee:

- Elisa Benitez, RSD Parent/Guardian
- Emmet Pearson-Brown, Assistant Principal, Reynolds High School
- Katie Gunderson, Assistant Principal, Hartley Elementary
- Alyssa Reed-Stuewe, Media Specialist, Wilkes Elementary
- Rebecca Jones-Stevens, Principal, Salish Ponds Elementary
- Shawna Sipp, MTSS TOSA, Reynolds High School
- Porshea Johnson, Counselor, Wilkes Elementary
- Sarah Winters, Administrative Analyst, District Office
- Nina Khanjan, Reynolds High School
- Sakura Hamada, Counselor, Alder Elementary
- Kate Phelps, ELD Teacher, Davis Elementary
- Haven Lewis, Counselor, Glenfair Elementary
- Danielle Speiser, 6th Grade Science/Math, HB Lee Middle School
- Branden McFarland, Drama Teacher, Reynolds Middle School
- Graham Hughes, Principal, Davis Elementary
- Michelle Cardenas, Program Administrator, Four Corners
- November Phillips, MTSS TOSA, Reynolds Middle School
- Gary Schuh, Technology Coach/TOSA, Edgefield Campus

Groups represented by the list of recommended committee members:

	Students	**Families**	**Employees**	**Community**
Hispanic		**X**	**X**	
Black			**X**	
AANHPI			**X**	
AI/AN			**X**	
SPED			**X**	
McKinney Vento				
Title I				
LGBTQ+ Community			**X**	

Reynolds Educational Equity Advisory Committee Interest Form

Committee Overview

The purpose of the Reynolds Educational Equity Advisory Committee (EEAC) is to establish a group of students, parents/guardians, employees and community members to advise school board members and the superintendent on matters of equity. The Reynolds School District believes that equitable practices allow everyone within the Reynolds community to thrive and commits to using equity as the foundation in all decision-making processes in order to eliminate inequities.

Forming the EEAC is one example of how the Reynolds School District continually follows state education policies and advocates for marginalized communities. Under the guidance of the Director of Equity and Student Success, EEAC members will advise the school board and the superintendent about the educational equity impacts of policy decisions and inform them when situations arise in schools that negatively impact underrepresented students and advise them on how best to handle that situation.

Reynolds students who participate will be provided with transportation via RSD buses to and from meetings if needed at no cost to the student or family (for in-person meetings).

No questions regarding the immigration status of the applicant or their family will be asked at any time as a requirement to join the committee.

No previous experience is necessary to be considered as a committee member. We are simply looking for individuals who are passionate about serving the Reynolds School Community and advocating for marginalized communities.

Expectations for EEAC members

- Attend and participate in regular EEAC meetings in-person, virtually or hybrid
- Attend special meetings and events to represent the EEAC when available
- Demonstrate dedication and commitment to RSD's mission and vision
- Help promote the equity work and accomplishments of the school district

Time Commitment

- The EEAC will meet at least five times throughout the calendar year, and there may be additional meetings proposed on an as-needed basis determined by the EEAC

Reynolds Education Equity Advisory Committee Interest Form

First and Last Name:

Representation:
☐ RSD Student ☐ Parent/Guardian ☐ RSD Employee ☐ Community Partner
☐ Community Member

Location (school name, district building, city name, business/affiliation):

Email:

Phone:

Optional Information
Home Language: What language is spoken the most at your home?

Gender Identity:

Racial/Ethnic Identity:

1. Please describe why you are interested in serving on the Reynolds Educational Equity Advisory Committee.

2. What kind of equity work have you done in your school/community (if any)? Examples: *serving as a member of an affinity group such as Hispanic/Latinx or Black/African American, advocating for the inclusion of perspectives from the LGBTQIA+ community, sharing personal perspectives as a person of color, showing support for women's rights.*

3. What do you hope to contribute to the committee? What do you hope to accomplish?

4. Describe any special skills, knowledge and experiences you have related to advocacy on racial equity issues.

5. Is there anything else you would like to share to further your consideration as a Reynolds Educational Equity Advisory Committee member?

Reynolds Educational Equity Advisory Committee Selection Rubric

Criteria	Exceeds (E)	Meets (M)	Does Not Meet (DNM)
Applicant is a resident of the district or representative of an organization that primarily serves the local community or partners with the school district.	Applicant **resides in the district and/or represents an organization** that serves the local community and/or partners with the school district.		Applicant is **not a resident within the district, nor do they represent an organization** that serves the local community and/or partners with the school district.
Applicant represents one or more communities who are underserved by the school district.	Applicant **represents more than one** community who are underserved by the school district.	Applicant **represents one** community who is underserved by the school district.	Applicant **does not represent** a community who is underserved by the school district.
The applicant is positioned within the district-community to have awareness of educational equity impacts of school and district policies.	Application ***demonstrates an ability to unpack and analyze*** one or more current and/or historic equity gaps within the Reynolds School District.	Application ***demonstrates an understanding*** of one or more current and/or historic equity gaps within the Reynolds School District.	Application ***may or may not demonstrate an ability to identify*** one or more current and/or historic equity gaps within the Reynolds School District.
The applicant expresses an interest in joining the committee for the purposes of improving experiences and outcomes for historically underserved groups of students, staff, and/or parents/caregivers within the district.	Application **communicates a complex understanding** of the function, role and/or purpose of the committee in improving experiences and outcomes for historically underserved populations, **using example(s) to illustrate** that reflect inclusivity.	Application **communicates an understanding** of the function, role and/or purpose of the committee in improving experiences and outcomes for historically underserved populations.	Application **communicates an incomplete or inaccurate understanding** of the function, role and/or purpose of the committee in improving experiences and outcomes for historically underserved populations.

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

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **Superintendent's Goal Performance Measures and Guardrail Smart Goals**

Policy: Evaluation of the Superintendent – CBG

Date: September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:
Last summer, Board members began an extensive Board Governance training with Dr. Jacinto A. Ramos, Jr., Ed.D. Through these trainings, the Board decided to prioritize student outcomes (a measure of school system results that are focused on student results rather than adult results, measuring what students know).

The Board selected student outcome-based goals and created both Board and Superintendent Guardrails. Superintendent Goal Performance Measures were created to go with each Board Student Outcome Goal, focusing on students who have been marginalized. SMART goals were created to go with each Guardrail. These Goal Performance Measures and SMART Goals will be used for the Superintendent's 22-23 Evaluation.

Previous Board Action:
The Board approves the Superintendent's goals annually.

Background:
Not Applicable

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Staff recommends that the Board approve the Superintendent Goal Performance Measures and Guardrail SMART Goals.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the Superintendent Goal Performance Measures and Guardrail SMART Goals as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Reynolds School District

Superintendent Goal Performance Measures & Guardrail Smart Goals

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

MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

Reynolds School District

VISION

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

CORE BELIEFS & COMMITMENTS

SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.

EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
We commit to setting high expectations and providing intentional professional development for instructional leaders.

ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

Reynolds School District

Superintendent Goal Performance Measures (ii)

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Superintendent Goal Performance Measures

Goal 1.ii.a: Increase the percentage of 3rd grade students who receive English Language Learner services and whose scores on STAR Reading meet or exceed benchmark* from 16% to 30% by August 2023.

521

Goal 1.ii.b: Increase the percentage of 3rd grade students who receive Special Education services and whose scores on STAR Reading meet or exceed benchmark* from 22% to 34% by August 2023.

Goal 1.ii.c: Increase the percentage of Black/African American 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 27% to 38% by August 2023.

Goal 1.ii.d: Increase the percentage of Latinx 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 24% to 35% by August 2023.

Superintendent Goal Performance Measures

Goal 2.ii.a: Increase the percentage of 5th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 19% to 31% by August 2023.

522

Goal 2.ii.b: Increase the percentage of 5th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 20% to 32% by August 2023.

Goal 2.ii.c: Increase the percentage of Black/African American 5th grade students whose scores on STAR Math meet or exceed benchmark* from 30% to 42% by August 2023.

Goal 2.ii.d: Increase the percentage of Latinx 5th grade students whose scores on STAR Math meet or exceed benchmark* from 27% to 37% by August 2023.

Superintendent Goal Performance Measures

Goal 3.ii.a: Increase the percentage of 8th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 18% to 32% by August 2023.

523

Goal 3.ii.b: Increase the percentage of 8th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 15% to 30% by August 2023.

Goal 3.ii.c: Increase the percentage of Black/African American 8th grade students whose scores on STAR Math meet or exceed benchmark* from 17% to 31% by August 2023.

Goal 3.ii.d: Increase the percentage of Latinx 8th grade students whose scores on STAR Math meet or exceed benchmark* from 32% to 46% by August 2023.

Superintendent Goal Performance Measures

Goal 4.ii.a: Increase the percentage of 9th grade students who receive English Language Learner services that are on track to graduate from 52% to 62% by August 2023.

524

Goal 4.ii.b: Increase the percentage of 9th grade students who receive Special Education services that are on track to graduate from 49% to 59% by August 2023.

Goal 4.ii.c: Increase the percentage of Black/African American 9th grade students that are on track to graduate from 53% to 63% by August 2023.

Goal 4.ii.d: Increase the percentage of Latinx 9th grade students that are on track to graduate from 48% to 58% by August 2023.

Superintendent Goal Performance Measures

Goal 5.ii.a: Increase the percentage of 12th grade students who receive English Language Learner services that graduate on time (4-Year Cohort) from 50% to 60% by August 2023.

525

Goal 5.ii.b: Increase the percentage of 12th grade students who receive Special Education services that graduate on time (4-Year Cohort) from 52% to 62% by August 2023.

Goal 5.ii.c: Increase the percentage of Black/African American 12th grade students that graduate on time (4-Year Cohort) from 60% to 68% by August 2023.

Goal 5.ii.d: Increase the percentage of Latinx 12th grade students that graduate on time (4-Year Cohort) from 60% to 68% by August 2023.

Reynolds School District

Superintendent Guardrails (iv)

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

Superintendent Guardrails

Specific operational actions or class of actions the Superintendent may not use or allow that are aligned with the vision and grounded in community values.

527

Reynolds School District

Superintendent Guardrail Smart Goals

Guardrail 1.iv: The Superintendent shall not fail to address safety concerns from the Reynolds community.

- ***1.iv.a:*** By June 2023, 80% of all staff incident reports will be responded to within 48 hours. 528

- ***1.iv.b:*** By Fall 2022, Reynolds School District will implement a bullying prevention and education campaign in order to gather baseline data which will inform the Social/Emotional Curriculum Adoption.

- ***1.iv.c:*** By June 2023, 100% of all Campus Monitors will be Mandt System trained. (Mandt training helps to develop a culture that provides for the emotional, psychological, and physical safety for students and staff.)

Reynolds School District

Superintendent Guardrail Smart Goals

Guardrail 2.iv: The Superintendent shall not allow staff turnover rate to increase or remain the same, specifically for hard-to-fill positions.

- ***2.iv.a:*** By June 2023, the retention rate of certified staff will increase from 95% to 97%[529]
- ***2.iv.b:*** By June 2023, the retention rate of classified staff will increase from 92% to 94%.
- ***2.iv.c:*** By June 2023, the retention rate of BIPOC certified staff will increase from 94% to 96%.
- ***2.iv.d:*** By June 2023, the retention rate of BIPOC classified staff will increase from 93% to 95%.
- ***2.iv.e:*** By June 2023, the retention rate of high-need area certified staff will increase from 94% to 96%.
- ***2.iv.f:*** By June 2023, the retention rate of high-need area classified staff will increase from 88% to 90%.

Reynolds School District

Superintendent Guardrail Smart Goals

Guardrail 3.iv: The Superintendent shall not propose Board Action without first having engaged students, parents, community, and staff.

- ***3.iv.a:*** By June 2023, Reynolds School District will increase the participation of students, families, staff, and the community to participate in budget meeting decisions by 10%.
- ***3.iv.b:*** By June 2023, Reynolds School District will increase the number of opportunities for students, families, staff, and the community to participate in decision making around the Oregon Department of Education Integrated Guidance by holding a minimum of five listening sessions.

Superintendent Guardrail Smart Goals

Guardrail 4.iv: The Superintendent shall not make decisions without centering the impact on the mental well-being of students, their families, and staff.

- ***4.iv.a:*** By June 2023, Reynolds School District will increase the percent positive on the[531] Center for Educational Effectiveness EES-Student Survey, "Supportive Learning Environment" 2-Year Trend from 60% to 65%.

- ***4.iv.b:*** By June 2023, the percentage of Reynolds School District students who say they identify someone at school they can ask for help will increase from 70% to 75% as evidenced by the Healthy Teen Survey.

- ***4.iv.c:*** By June 2023, Reynolds School District will increase the number of contacts made by School Counselors and Social Workers by 10%.

Reynolds School District

Superintendent Guardrail Smart Goals

Guardrail 5.iv.: The Superintendent shall not operate without examining data annually to ensure there are no inequitable impacts for students who have been marginalized.

- ***5.iv.a:*** By June 2023, Reynolds School District will increase the yearly attendance rate of Latinx/o/a students from 72% to 82%* (*2020-2021 Data)

- ***5.iv.b:*** By June 2023, Reynolds School District will increase the yearly attendance rate of Black/African American students from 70% to 80%.

- ***5.iv.c:*** By June 2023, Reynolds School District will increase the percentage of Latinx/o/a students from 25% to 30% and the percentage of Black/African American students from 4% to 9% that are identified for Talented and Gifted Services (TAG).

- ***5.iv.d:*** By June 2023, Reynolds School District will decrease the disparity between the number of Black/African American students, in comparison to their peers, who are referred for discipline referrals by 5%.

Reynolds School District

Reynolds School District

Questions

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To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Board Reports and Discussion**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	September 28, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Summary:

a. Individual Board Member Reports or Announcements
    i. Community Forum: September 29
    ii. OSBA Board Nominations: due by September 30
    iii. National School Lunch Week: October 10-14
    iv. OSBA Annual Convention: November 11-13
b. Upcoming Board Meetings
    i. Board Work Session: October 12, 2022
    ii. Board Business Meeting: October 26, 2022
c. Board Discussion

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To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Adjourn**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	September 28, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

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

Adjournment